



**Official Report of the Proceedings
of the
BOARD OF EDUCATION
of the City of Chicago**

**Regular Meeting-Wednesday, April 26, 2017
10:30 A.M.
(42 West Madison Street)**

Published by the Authority of the Chicago Board of Education

**Frank M. Clark
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

President Clark took the Chair and the meeting being called to order there were then:

PRESENT: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5

ABSENT: Mr. Furlong and Dr. Hines - 2

ALSO PRESENT: Mr. Forrest Claypool, Chief Executive Officer, Mr. Ronald Marmer, General Counsel, Dr. Janice Jackson, Chief Education Officer, Ms. Justina Schlund, Executive Director, Social and Emotional Learning, Dariana Walker, Honorary Student Board Member, and Ibraheem Khan, Shadow Student.

ABSENT: None

President Clark thereupon opened the floor to the Honoring Excellence segment of the Board Meeting.

President Clark thereupon opened the floor to the CEO report segment of the Board meeting. Mr. Forrest Claypool, Chief Executive Officer, provided remarks on the budget constraints due to the State's lack of funding and updates on the lawsuit filed by CPS and five parents of CPS students in the Circuit of Court of Cook County. Dr. Janice Jackson, Chief Education Officer, announced that CPS had seven of the top ten high schools in Illinois, and the top five were all CPS high schools as reported in the U.S. News & World Report High School Rankings. Dr. Jackson provided remarks on the continued increases in ACT scores of CPS high school students make an incremental difference in the State level, and without CPS's increases, the State would have shown a decrease in scores. Dr. Jackson and Mr. Tony Howard, Executive Director Enrollment and Access, provided a presentation on the Common Application [17-0426-PO1 and 17-0426-PO2]. Ms. Justina Schlund, Executive Director, Social and Emotional Learning, provided a presentation on Social and Emotional Learning.

President Clark thereupon opened the floor to the Public Participation segment of the Board Meeting.

President Clark thereupon opened the floor to the Discussion of Public Participation.

President Clark thereupon opened the floor to the Discussion of Public Agenda Items.

President Clark proceeded to entertain a Motion to go into Closed Session.

Board Member Ward presented the following Motion:

17-0426-MO1

MOTION TO HOLD A CLOSED SESSION

MOTION ADOPTED that the Board hold a closed session to consider the following subjects:

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;

- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings Act;
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

Board Member Rivera moved to adopt Motion 17-0426-MO1.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5

Nays: None

President Clark thereupon declared Motion 17-0426-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

The following is a record of the Board's Closed Session:

- (1) **The Closed Meeting was held on April 26, 2017, beginning at 2:09 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.**
- (2) **PRESENT: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5**
- (3) **ABSENT: Mr. Furlong and Dr. Hines - 2**
 - A. **Counsel Retention**
 - B. **Other Reports**
 - C. **Warning Resolutions**
 - D. **Terminations**
 - E. **Personnel**
 - F. **Collective Bargaining**
 - G. **Real Estate**
 - H. **Security**
 - I. **Closed Session Minutes**
 - J. **Individual Student Matters**

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5

Members absent after Closed Session: Mr. Furlong and Dr. Hines - 2

President Clark thereupon proceeded with Agenda Items.

17-0426-AR3

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
TAFT STETTINIUS & HOLLISTER, LLP.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Taft Stettinius & Hollister, LLP.

DESCRIPTION: The General Counsel has continued retention of the law firm Taft Stettinius & Hollister, LLP. to represent the Board and its agents in the matters of Chicago Teachers Union, Local 1 v. CBOE, Case No. 12 C 10311; Chicago Teachers Union, Local 1 v. CBOE, Case No. 12 C 10338; Chicago Teachers Union, Local 1 v. CBOE, Case No. 15 C 8149; and to review the Board's remedial programs and such other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$500,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$500,000.00 to Law Department- Professional Services:
Budget Classification Fiscal Year 2017..... 10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-AR4

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
QUINTAIROS, PRIETO, WOOD & BOYER**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Quintairos, Prieto, Wood & Boyer.

DESCRIPTION: The General Counsel has continued retention of the law firm Quintairos, Prieto, Wood & Boyer to represent the Board and its agents relating to legal matters including *Blaylock, et al. v. Board, et al.*, Case No. 15 L 011182, *Carodine, et al. v. City of Chicago School Dist. #299, et al.*, Case No. 15 L 013074, property tax interventions and undervaluation proceedings, and other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$150,000 for the firm's services to represent the Board in these matters. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: The firm is a MBE.

FINANCIAL: Charge \$100,000.00 to Risk Management - Professional Services:
Budget Classification Fiscal Year 2018.....12460-210-54125-231101-000000
Charge \$50,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2018.....10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011, (11-0525-PO2), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-AR5

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
BORKAN & SCAHILL LTD.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Borkan & Scahill Ltd.

DESCRIPTION: The General Counsel has continued retention of the law firm Borkan & Scahill Ltd. for representation in Calloway v. Brown, et al., Case No. 16 CV 6629 and such other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$75,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$75,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2018.....10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-AR6

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
LANER MUCHIN, LTD.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Laner Muchin, Ltd.

DESCRIPTION: The General Counsel has continued retention of the law firm Laner Muchin, Ltd. in teacher remediation and discharge cases, certain charges before the Illinois Department of Human Rights and any subsequent federal or state litigation regarding this matter and such other legal matters as determined by the General Counsel. In addition, the firm will also represent the Board in tenured teacher dismissal cases. Additional authorization for the firm's services is requested in the amount of \$75,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None

FINANCIAL: Charge \$75,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2018.....10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011, (11-0525-PO2), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-AR7

AMEND BOARD REPORT 16-0224-AR8
APPROVE SETTLEMENT RECOMMENDATION IN BENUZZI v. BOARD OF EDUCATION
(CASE NO. 09 C 3510)

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Law Department attorneys have tentatively reached a settlement, subject to Board approval, in connection with a lawsuit filed in the United States District Court for the Northern District of Illinois by the United States on behalf of Jessica Benuzzi, former building engineer at Pershing West Magnet School. The settlement would dispose of all claims and costs associated with the underlying lawsuit. The General Counsel recommends approval of the settlement, total award of \$212,500.00, which calls for the payment of compensatory damages in the amount of one hundred fifty-nine thousand, three hundred twenty-five dollars and zero cents (~~\$159,325.00~~) and pensionable back pay, less legally required deductions, in the amount of fifty-three thousand, one hundred twenty-five dollars and zero cents (~~\$53,175.00~~).

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

FINANCIAL: Charge a total of \$212,500.00 as described above to the Law Department.
Budget Classification Fiscal year 2017.....12470-115-54530-231122-000000

~~Charge pensionable payments not to exceed \$53,125.00 as described above to Law Department. Budget Classification Fiscal Year 2016.....12470-115-54530-231122-000000~~

~~Charge compensatory damages not to exceed \$159,325.00 as described above to Law Department. Budget Classification Fiscal Year 2016~~

AUTHORIZATION: Authorize the General Counsel to execute the Settlement Agreement and all ancillary documents related thereto.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-AR8

APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING SANDSTROM AND ISLA

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Subject to Board approval, the Board, former Principal Asuncion Ayala teachers Erika Sandstrom and Adrienne Isla have reached a settlement disposing of all claims against the Board and certain claims against Ayala in Case No. 12-CV-00622, filed January 27, 2012, in the United States District Court for the Northern District of Illinois, Eastern Division. The General Counsel recommends approval of the settlement, which includes the payment of one hundred five thousand dollars (\$105,000.00) to Sandstrom and forty-five thousand dollars (\$45,000.00) to Isla to resolve all of Sandstrom's and Isla's claims for alleged damages, attorneys' fees and costs against the Board and Ayala except for the claims accusing Ayala of alleged fraud. The Board's total payout will not exceed \$150,000.00.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge a total of \$150,000.00 as described above to the Law Department.
Budget Classification Fiscal year 2017.....12470-115-54530-231122-000000

AUTHORIZATION: Authorize the General Counsel to execute the Settlement Agreement and all ancillary documents related thereto.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5

Nays: None

President Clark thereupon declared Board Reports 17-0426-AR3 through 17-0426-AR8 adopted.

17-0426-AR9

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Hasti Barahmand)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective May 22, 2017.

DESCRIPTION:

| NAME: | FROM: | TO: |
|-----------------|--------------|--|
| Hasti Barahmand | New Employee | Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 245063 Flat rate Annual Salary: \$76,800.00 |

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY17 School budget.

President Clark indicated that if there are no objections, Board Report 17-0426-AR9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Report 17-0426-AR9 adopted.

17-0426-EX4

PRINCIPAL CONTRACT (RENEWAL ALSC)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the contract of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the DeVry University Advantage Academy High School appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

DESCRIPTION: Employ the individual named below to the position of principal subject to the Uniform Appointed Principal's Performance Contract #14-0625-EX12 and Principal Eligibility Policy #14-0723-PO1.

The Talent Office has verified that the following individual has met the requirements for eligibility.

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|--------------------|----------------------------------|--|
| Carolyn Eggert | Contract Principal DeVry H.S. | Contract Principal DeVry H.S. Network: 4 P.N. 216425 Commencing: 7/1/17 Ending: 6/30/21 |

AUTHORIZATION: Authorize the General Counsel to include other relevant items and conditions in the written agreements. Authorize the President and Secretary to execute the agreement.

LSC REVIEW: The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as renewal contract principal of DeVry University Advantage Academy High School.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of the named individual will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2016-2017 school budget.

President Clark indicated that if there are no objections, Board Report 17-0426-EX4 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Report 17-0426-EX4 adopted.

17-0426-RS6

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING
THE DISMISSAL OF CLEZEAL COLLAINS, TENURED TEACHER, ASSIGNED TO
MORGAN PARK HIGH SCHOOL**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Lawrence M. Cohen, certified by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded to Clezeal Collains, the Hearing Officer made written findings of fact and conclusions of law, and recommended the discharge of Mr. Collains; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Cohen regarding the dismissal charges preferred against Clezeal Collains; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Cohen's recommendation; and

WHEREAS, the Board of Education of the City of Chicago accepts the factual findings and conclusions of the hearing officer, and concludes that the record establishes sufficient cause for dismissal of Mr. Collains.

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering (a) the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago accepts the Hearing Officer's findings of fact, legal conclusions and recommendation for discharge.

Section 2: Clezeal Collains is hereby dismissed from his employment with the Board of Education of the City of Chicago effective April 26, 2017.

Section 3: This Resolution shall take full force and effect upon its adoption.

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on April 26, 2017.

17-0426-RS7

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS EDUCATIONAL SUPPORT PERSONNEL**

WHEREAS, on April 21, 2017, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

| Name | School | Effective Date |
|--------------|-------------------------|----------------|
| Nathan James | Charles S Deneen School | April 26, 2017 |

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel of his pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1, the above-referenced educational support personnel is dismissed from Board employment effective on the date set opposite his name.
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel.
3. The Chief Executive Officer or his designee shall notify the above-named educational support personnel of his dismissal.

17-0426-RS8

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS PROBATIONARY APPOINTED TEACHERS**

WHEREAS, on April 21, 2017, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

| Name | School | Effective Date |
|-----------------|--|----------------|
| Michell Edwards | William T Sherman School of Excellence | April 26, 2017 |
| Luis Rivas | John H Hamline Elementary School | April 26, 2017 |

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1 and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
3. The Chief Executive Officer or his designee shall notify the above-named probationary appointed teachers of their dismissal.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on April 21, 2017, the Board members and the Office of the Board received the CEO's recommendation to dismiss Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. His recommendation included the names of the teachers affected and the reasons. He also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

17-0426-RS9

**RESOLUTION AUTHORIZING THE HONORABLE TERMINATION
OF REGULARLY CERTIFIED AND APPOINTED TEACHERS**

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, *et. seq.*) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, and which is incorporated into collective bargaining agreements; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-13, and 4-1 (a), and 4.6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

| First Name | Last Name | Termination Date |
|-------------------|------------------|-------------------------|
| Wanda | Betancourt | April 28, 2017 |
| Alfreda | Batts | May 19, 2017 |

President Clark indicated that if there are no objections, Board Reports 17-0426-RS6 through 17-0426-RS9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0426-RS6 through 17-0426-RS9 adopted.

Vice President Guzman presented the following Motion:

17-0426-MO2

MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM MARCH 22, 2017

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of March 22, 2017 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on March 22, 2017 shall be maintained as confidential and not available for public inspection.

Board Member Ward moved to adopt Motion 17-0426-MO2

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5

Nays: None

President Clark thereupon declared Motion 17-0426-MO2 adopted.

Board Member Fr. Garanzini presented the following Motion:

17-0426-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING
OPEN TO THE PUBLIC MARCH 22, 2017**

MOTION ADOPTED that the record of proceedings of the Board Meeting of March 22, 2017 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Rivera moved to adopt Motion 17-0426-MO3

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Rivera, Mr. Guzman, Ms. Ward, Fr. Garanzini, and President Clark – 5

Nays: None

President Clark thereupon declared Motion 17-0426-MO3 adopted.

17-0426-OP1

REVISE BOARD REPORT 15-0929-OP1
**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY
LOCATED AT 5200 N ASHLAND AVE (FORMER TRUMBULL SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the City of Chicago ("City") or Public Building Commission ("PBC"), as necessary, convey to 5200 N. Ashland, LLC, on behalf of Svigos Asset Management, Inc., an Illinois corporation ("Purchaser"), the land located at 5200 N. Ashland Ave., Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

This April 2017 Board Report conforms the description of permitted uses to track the language in the advertised bid and reflect the permitted use requested by the community as part of the School Repurposing and engagement process.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from July 3, 2015, to August 4, 2015. Bids were received by the Procurement Department by 2:00 p.m. on August 4, 2015, and opened on the same date. Pursuant to 105 ILCS 5/34-21 (2011), the following bids were received and negotiations were held to obtain the highest and best responsible final bids.

| <u>Bidder</u> | <u>Offer</u> |
|-------------------------------------|--------------|
| 1. Svigos Asset Management, Inc. | \$5,250,000 |
| 2. Chicago Waldorf School | \$5,100,000 |
| 3. Morningside Equities Group, Inc. | \$4,362,500 |
| 4. Time Lofts Owner, LLC | \$4,000,000 |

APPRAISAL: On September 1, 2015 an appraisal was made for the benefit of the Board for this Property indicating a fair market value as follows:

Appraiser: KMD Valuation Group, LLC
Value: \$4,100,000 - \$4,700,000

RECOMMENDATION AND USE RESTRICTION: The Property is not needed for school purposes. The Property previously housed Trumbull Elementary School. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21 (2011).

The City or PBC, as necessary, shall include a restrictive covenant in the deed that states that all or a portion of the former Trumbull building must be used for one or more of the following purposes: (1) a privately funded, non-public school serving any grades K-12 or; (2) a mixed use development incorporating (i) a maximum of 49 residential units and (ii) an established, local, Chicago-based theater that provides performances and educational programs open to the community. The deed for the Property will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, as legal title holder of record for the benefit of the Chicago Board of Education ("Board") if this restriction is breached without the prior written approval of the Board's Chief Operating Officer. In addition, as contractual requirements, the Purchaser, as Grantee, (i) must preserve the building's unique and historical character, and (ii) must not construct additional buildings or structures on the property without the prior written permission of the Board's Chief Operating Officer and (iii) must, within six months of taking title to the Property, apply for and use reasonable efforts to expeditiously seek landmark designation with the City of Chicago's Commission on Chicago Landmarks. If such landmark designation application is not submitted by the successful bidder within six months of acquisition, and the City of Chicago or another entity with appropriate standing initiates the landmark designation application, the successful bidder shall not withhold its consent to such designation when requested. The Property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

Bidder Name: Svigos Asset Management, Inc.
Address: 1 W Dundee, Suite 200, Buffalo Grove, Illinois 60089
Contact: Nick Vittore
Grantee Name: 5200 N Ashland LLC
Offer: \$5,250,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the City or PBC, as necessary, to issue a deed in favor of 5200 N Ashland LLC. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's best and final offer, less closing costs) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

THE PROPERTY

The Board reserves the right to make changes as necessary to clarify or correct
Property information and the use restriction.

Common address:

Former Trumbull School, 5200 N. Ashland Ave., Chicago, Illinois

PIN: 14-07-230-014

Legal Description:

THE EAST 9.2 FEET OF LOT 1, ALL OF LOTS 2 TO 22, INCLUSIVE, AND VACATED ALLEYS IN B.R. DEYOUNG'S SUBDIVISION OF THE SOUTH ½ OF LOTS 36, 37, 38 AND 39, THE EAST 95.04 FEET OF THE NORTH ½ OF LOT 39 AND ALL OF LOT 40 IN MOUNT PLEASANT, A SUBDIVISION IN THE SOUTH ½ OF THE SOUTH EAST ¼ OF THE NORTH EAST ¼ OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE 10 FT. STRIP ON ASHLAND AVE. TAKEN FOR STREET, IN COOK COUNTY, ILLINOIS.

17-0426-OP2

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT 5345 W.
CONGRESS PARKWAY AND 5400 W. HARRISON STREET
(FORMER LOUIS ARMSTRONG SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and the City of Chicago ("City") if applicable, convey to Rivers of Living Water Ministries International NFP, an Illinois not-for-profit corporation ("Purchaser"), the former Louis Armstrong School site at 5345 W. Congress Parkway and 5400 W. Harrison Street, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017, through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. One (1) bid was received for the Property from Rivers of Living Water Ministries International NFP, in the amount of \$250,000.

APPRAISAL: In January 2017, a valuation of the Property was made for the benefit of the Board, which indicated a value as follows:

Appraiser: KMD Valuations Group, LLC
Market Value Estimate: \$240,000 - \$275,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Louis Armstrong Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The PBC and/or City shall include a restrictive covenant in the deed prohibiting the Property from being used as a K-12 Charter school and requiring the Grantee to obtain a Certificate of Occupancy from the City of Chicago within three years of the date of the deed. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval. The Property shall be sold "as is, where is." The appraisal and the bid received were reviewed and it is recommended that the following bid be accepted:

Name: Rivers of Living Water Ministries International NFP
Address: P.O. Box 4315, Oak Park, Illinois 60304
Contact: Stephen A. Gardner/773-426-3679, Sagardnerministries@gmail.com
Offer: \$250,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and/or City to issue a deed in favor of Purchaser, Rivers of Living Water Ministries International NFP. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER LOUIS DANIEL ARMSTRONG SCHOOL

ADDRESSES: 5345 W. CONGRESS PKWY AND 5400 W. HARRISON, CHICAGO, ILLINOIS 60644

PINs: 16-16-121-019, 16-16-121-063, 16-16-121-064

LEGAL DESCRIPTION:

THAT PART OF LOT 112 LYING SOUTH OF THE SOUTH LINE OF WEST CONGRESS PARKWAY IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

LOTS 28, 29 AND 30, INCLUSIVE, IN DAVIS AND SON'S SUBDIVISION OF LOTS 113 AND 114 OF SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**Note: Any parts of alleys adjacent to the Property and not owned by the Board are not a part of this bid solicitation.*

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

17-0426-OP3

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY
LOCATED AT 1310 S. ASHLAND AVENUE (FORMER MOSES MONTEFIORE SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") or the City of Chicago ("City"), as necessary to convey to Urban Prairie, an Illinois Not-for-Profit Corporation ("Purchaser"), the former Moses Montefiore School site at 1310 S. Ashland, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017 through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. The following four (4) bids were received:

| <u>Bidder</u> | <u>Offer</u> |
|----------------------------|----------------|
| 1. Urban Prairie | \$2,102,018.00 |
| 2. Condor Partners, LLC | \$1,700,000.00 |
| 3. Svigos Asset Management | \$1,500,000.00 |
| 4. Atied Associates, LLC | \$1,100,000.00 |

APPRAISAL: On January 17, 2017 a valuation of the Property was made for the benefit of the Board which indicated a value as follows:

| | |
|------------|----------------------|
| Appraiser: | Appraisal Associates |
| Value: | \$2,100,000 |

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Moses Montefiore Elementary School which closed in 2016. The sale does not include Simpson Academy for Young Women at 1321 S. Paulina. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Property shall be sold "as is, where is."

The PBC and/or City, shall include a restrictive covenant in the deed prohibiting the Property from being used as a K-12 charter school and requiring the Grantee to obtain a Certificate of Occupancy from the City of Chicago within three (3) years of the date of the deed. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval.

The appraisal and bids received were reviewed and it is recommended that the following bid be accepted:

| | |
|--------------|---|
| Bidder Name: | Urban Prairie, an Illinois Not-for -Profit Corporation |
| Address: | 1220 W. Lexington Street, Chicago, IL 60607 |
| Contact: | Margaret Harper Lofgren, 312 733-5337, info@urbanprairie.org |
| Offer: | \$2,102,018.00 |

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and/or City to issue a deed in favor of Purchaser, Urban Prairie, a Not-for-Profit Illinois Corporation. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's best and final offer, less closing costs) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES RIGHT TO MAKE CHANGES AS NECESSARY

PROPERTY: FORMER MOSES MONTEFIORE SCHOOL*

ADDRESSES: 1310 S. ASHLAND AVENUE

PIN: 17-19-211-001-0000 (PART OF PIN)*

LEGAL DESCRIPTION:

LOTS 13 TO 37, BOTH INCLUSIVE, IN STINSON'S SUBDIVISION OF BLOCK 16 IN DIVISION OF, SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND VACATED ALLEYS ADJACENT TO SAID LOTS.

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD. IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

THIS DOES NOT INCLUDE THE SIMPSON ACADEMY FOR YOUNG WOMEN PROPERTY LOCATED TO THE WEST. PURCHASER WILL NEED TO OBTAIN A SURVEY AND APPLY FOR A TAX DIVISION AND SEPARATE PIN WITHIN 30 DAYS OF THE CONVEYANCE OF THE PROPERTY

17-0426-OP4

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY
LOCATED AT 1726 W. BERTEAU AVENUE (FORMER MARY COURTENAY SCHOOL)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") or the City of Chicago ("City"), as necessary to convey to the German School of Chicago, an Illinois Not-for-Profit Corporation ("Purchaser"), the former Mary Courtenay School site at 1726 W. Berneau, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017 through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. The following seven (7) bids were received:

| <u>Bidder</u> | <u>Offer</u> |
|--------------------------------------|--------------|
| 1. Moyer Brokerage & Management, LLC | \$2,600,000 |
| 2. North Park Elementary | \$3,500,000 |
| 3. Bak Home Development | \$3,504,000 |
| 4. CMK Development | \$3,675,000 |
| 5. Svigos Asset Management | \$3,750,000 |
| 6. Laura LLamedo | \$4,500,000 |
| 7. German School of Chicago | \$5,300,000 |

APPRAISAL: On January 17, 2017 a valuation of the Property was made for the benefit of the Board which indicated a value as follows:

Appraiser: KMD Valuation Group, LLC
Value: \$4,000,000-\$4,200,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Mary Courtenay Elementary School which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Property shall be sold "as is, where is."

The PBC and/or City, shall include a restrictive covenant in the deed prohibiting the Property from being used as a K-12 charter school and requiring the Grantee to obtain a Certificate of Occupancy from the City of Chicago within three (3) years of the date of the deed. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval. In addition, Grantee will also allow community to use playground during non-school hours.

The appraisal and bids received were reviewed and it is recommended that the following bid be accepted:

Bidder Name: German School of Chicago, NFP
Address: 1447 W. Montrose Avenue, Chicago, IL 60613
Contact: Mariam Pahl, 847 219-9179, mpahl@germanschoolchicago.com
Offer: \$5,300,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and/or City to issue a deed in favor of Purchaser, German School of Chicago, a Not-for-Profit Illinois Corporation. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's best and final offer, less closing costs) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES RIGHT TO MAKE CHANGES AS NECESSARY

PROPERTY: FORMER MARY COURTENAY SCHOOL
ADDRESSES: 1726 W. BERTEAU, CHICAGO ILLINOIS
PIN: 14-18-409-009, 14-18-409-017, 14-18-409-018, AND 14-18-409-019

LEGAL DESCRIPTION:

LOT 10 (EXCEPT THAT PART OPENED FOR A PUBLIC ALLEY) AND LOTS 11 TO 15 BOTH INCLUSIVE AND VACATED ALLEY IN BLOCK 28 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

IN ADDITION, GRANTEE WILL ALSO ALLOW THE COMMUNITY TO USE THE SCHOOL'S PLAYGROUND DURING NON-SCHOOL HOURS.

17-0426-OP5

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROERTY LOCATED AT 410 N. MONTICELLO (FORMER LAURA WARD SCHOOL)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to Home Start, LLC, for Turnstone Development Corporation NFP, an Illinois not-for-profit corporation ("Purchaser"), the former Laura Ward School site at 410 N. Monticello, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017, through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. Two (2) bids were received for the Property from the following bidders.

| <u>Bidder</u> | <u>Offer</u> |
|--------------------------------|--------------|
| 1. Turnstone Development Corp. | \$10,000.00 |
| 2. Art & Housing Collaborative | \$0 |

APPRAISAL: In January 2017, a valuation of the Property was made for the benefit of the Board, which indicated a value as follows:

Appraiser: KMD Valuation Group, LLC
Market Value Estimate: \$5,000 to \$15,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Laura Ward Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Property was damaged and the cost of demolition is substantial. The Purchaser will demolish the existing structure and redevelop the Property with affordable housing. The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring that all or a portion of the former Laura Ward School site be used for one of the following purposes identified in the Community Repurposing process:

- Affordable Housing;
- Veteran's Housing;
- Business/Live Work Units as Described in Section 17-9-0103.1 of the City of Chicago Zoning Ordinance;
- Early Childhood Education and Programming;
- Senior Citizens Services and Programming;
- Workforce Development Services and Programming Incorporating Job Readiness Employment and Vocational Training; and
- Small Business Incubator Development Center.

In addition, the Grantee must obtain a Certificate of Occupancy from the City of Chicago for at least one of the uses listed above within three years of the date of the deed. The deed to the title will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval. The Property shall be sold "as is, where is."

The appraisal and the bid received were reviewed and it is recommended that the following bid be accepted:

Name: Turnstone Development Corporation NFP
Address: 10 S. LaSalle Street, Suite 3510, Chicago, Illinois 60603
Contact: William Schneider/312 453-0615, bschneider@turnstonedev.org
Offer: \$10,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC or the City to issue a deed in favor of Purchaser's designee, Home Start, LLC. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, Shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

**THE PROPERTY
Former Laura Ward Elementary School Site**

The Board reserves the right to make changes as necessary to clarify or correct property information.

Property address: 410 N. Monticello Avenue, Chicago, Illinois 60624

PIN: 16-11-132-043, 16-11-132-044, 16-11-133-012

Legal Description:

PARCEL 1:

THE SOUTH HALF OF LOT 12 AND LOTS 13 TO 23, INCLUSIVE, IN VAN WYCK'S SUBDIVISION OF BLOCK 15 IN W.J. MORTON'S SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

PARCEL 2

PART OF LOT 11(EXCEPT THAT PART OPENED FOR PUBLIC ALLEY) AND LOTS 12 TO 18, INCLUSIVE, IN VAN BEZEY'S SUBDIVISION OF LOTS 24 TO 41, INCLUSIVE, OF VAN WYCK'S SUBDIVISION OF BLOCK 15 IN W.J. MORTON'S SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO PARCEL 3

PART OF LOT 6 (EXCEPT THAT PART OPENED FOR PUBLIC ALLEY) AND LOTS 7, 8 AND LOT 9 (EXCEPT THAT PART OF LOT 9 TAKEN OR USED FOR STREET) IN ELIZABETH HOWELL'S SUBDIVISION OF PART OF BLOCK 16 IN W.J. MORTON'S SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 11 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

USE RESTRICTION:

ALL OF A PORTION OF THE FORMER WARD SCHOOL SITE MUST BE USED FOR ONE OF THE FOLLOWING PURPOSES WHICH INCORPORATES LOCAL COMMUNITY PARTNERSHIPS:

- (1.) AFFORDABLE HOUSING;
- (2.) VETERAN'S HOUSING;
- (3.) BUSINESS/LIVE WORK UNITS AS DESCRIBED IN SECTION 17-9-0103.1 OF THE CITY OF CHICAGO ZONING ORDINANCE;

- (4.) EARLY CHILDHOOD EDUCATION AND PROGRAMMING;
- (5.) SENIOR CITIZEN SERVICES AND PROGRAMMING;
- (6.) WORKFORCE DEVELOPMENT SERVICES AND PROGRAMMING INCORPORATING JOB READINESS, EMPLOYMENT AND VOCATIONAL TRAINING; AND
- (7.) SMALL BUSINESS INCUBATOR DEVELOPMENT CENTER

IN ADDITION: THE SITE MAY NOT BE USED AS A K-12 SCHOOL.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR AT LEAST ONE OF THE USES LISTED ABOVE WITHIN THREE YEARS OF THE DATE OF THE DEED.

President Clark indicated that if there are no objections, Board Reports 17-0426-OP1 through 17-0426-OP5 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0426-OP1 through 17-0426-OP5 adopted.

17-0426-RS1

**RESOLUTION AUTHORIZING PAYMENT FOR SPECIAL EDUCATION SERVICES TO VARIOUS
STATE APPROVED, NON-PUBLIC FACILITIES FOR STUDENTS WITH DISABILITIES PLACED BY
CHICAGO PUBLIC SCHOOLS**

WHEREAS, the Individuals with Disabilities Education Act (IDEA) requires CPS to provide a continuum of special education services, which includes separate special education facilities or residential settings, for CPS students with disabilities (20 U.S. §1412(a)(5); 34 CFR §300.115);

WHEREAS, pursuant to IDEA and state regulations, the first placement option for a student with disabilities is in a general education classroom and placement to a separate class, separate school or other placement from the general education environment occurs only if the nature or severity of the disability is such that education in the general education classroom with the use of supplementary aids and services cannot be achieved satisfactorily (20 U.S. §1412(a)(5); 34 C.F.R. §300.114);

WHEREAS, the Illinois School Code requires CPS to fund the special education and related services provided to CPS students at such non-public separate facilities (105 ILCS 5/14-7.01, 105 ILCS 5/14-7.02 and 105 ILCS 5/14-7.03);

WHEREAS, when a student's Individualized Education Program (IEP) requires placement in separate facility or residential setting, Chicago Public Schools (CPS) Office of Diverse Learner Supports and Services (ODLSS) prioritizes placement at a non-public facility that can implement the student's IEP and is part of the CPS Non Public Partners RFP (Board Report 15-0624-PR8, as may be amended and renewed);

WHEREAS, ODLSS may have to place students with disabilities in a non-public facility or a residential setting, which is not part of the CPS Non-Public Partners (NPP) RFP process (a "state-approved facility") because no NPP facility can implement the students' IEPs;

WHEREAS, tuition rates for placements in a state-approved facility are established by the Illinois Purchase Care Review Board in accordance with 105 ILCS 5/14-7.02 and 105 ILCS 5/14-7.03;

WHEREAS, residential costs for mandated placements in a residential state-approved facility are based on rates established by the Illinois Purchase Care Review Board which the District pays but is reimbursed by ISBE; and

WHEREAS, the Board wishes to authorize payments to various state-approved facilities for the provision of special education and related services to eligible CPS students with disabilities as a result of their placement by CPS.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:

1. The Officer of Diverse Learner Supports and Services, or his or her designee, shall ensure that the NPP facilities are identified for placements whenever possible. If placement at a state-approved facility is needed because no NPP facility can implement a student's IEPs, the Officer of Diverse Learner Supports and Services may authorize the placement subject to the documentation requirements established by the Chief Education Officer and the Chief Administrative Officer, or their designees.

2. After approval by the Chief Education Officer, or their designees, the Officer of Diverse Learner Supports and Services or designee is authorized to make payments to state approved facilities for costs associated with the provision of special education and related services, including transportation, to CPS students with disabilities placed by CPS in accordance with the student's IEP.

3. Nothing in this Resolution prohibits the Office of Diverse Learner Supports and Services from negotiating a lower rate with the state-approved facility if practicable.
4. This Resolution authorizes the payment of invoices in Fiscal Year 2018 from contracted and state-approved facilities for the provision of special education and related services to CPS students with disabilities in the amount not to exceed \$55,000,000 in the aggregate.
5. The authority granted in this Resolution is effective July 1, 2017 to June 30, 2018.

17-0426-RS2

AMEND BOARD REPORT 17-0222-RS5

RESOLUTION

REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION OF THE LAKEVIEW HS RENOVATION PROJECT

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of the project is anticipated not-to-exceed \$20,000,000. With this resolution, a partial undertaking with the PBC in the amount of ~~\$46,151,662~~ \$17,847,882 will be incurred by the Board for Project-related costs.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the construction for Lakeview HS Renovation on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed ~~\$46,151,662~~ \$17,847,882. This dollar amount is necessary to cover project costs, including environmental, site preparation (Lakeview), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

FINANCIALS

Lakeview HS Renovation: 46211-486- ~~\$46,151,662~~ \$17,847,882 (Capital Funds)

17-0426-RS3

**AMEND BOARD REPORT 17-0322-RS1
RESOLUTION**

**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION
OF THE LINCOLN PARK HS RENOVATION PROJECT**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of the project is anticipated not-to-exceed \$20,000,000. With this resolution, a partial undertaking with the PBC in the amount of ~~\$47,500,000~~ \$18,397,099 will be incurred by the Board for Project-related costs.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the construction for Lincoln Park HS Renovation on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed ~~\$47,500,000~~ \$18,397,099. This dollar amount is necessary to cover project costs, including environmental, site preparation (Lincoln Park HS), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

FINANCIALS

Lincoln Park HS Renovation: 46321-486- ~~\$47,500,000~~ \$18,397,099 (Capital Funds)

17-0426-RS4

RESOLUTION

**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE
CONSTRUCTION OF THE SKINNER WEST AND SHERIDAN ANNEX PROJECTS**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated FY17 Board Approved total cost of the projects (Skinner West Annex and Sheridan Annex) is anticipated not-to-exceed \$38,000,000. With this resolution, a partial undertaking with the PBC in the amount of \$22,100,000 will be incurred by the Board for Project-related costs

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the Construction of the Sheridan Annex and Skinner West Annex. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 and TIF Funds or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$22,100,000. This dollar amount is necessary to cover project costs, including environmental, site preparation (Sheridan and Skinner West), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

FINANCIALS:

Sheridan ES: 29201- 486-56310-253508-00000-2015 \$5,000,000 (Capital Funds) – requesting \$5,000,000 of \$8,000,000

Skinner West ES: 29281-435-56310-253508-00000-2015 \$10,000,000 (TIF Funds) – no request at this time

Skinner West ES: 29281-486-56310-253518-000000-2017 \$17,100,000 (Capital Funds) – requesting \$17,100,000 of \$20,000,000

17-0426-RS5

**RESOLUTION
AUTHORIZE APPOINTMENT OF MEMBERS
TO LOCAL SCHOOL COUNCILS TO FILL VACANCIES**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1, authorizes the Board of Education of the City of Chicago ('Board') to appoint the teacher, non-teacher staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

WHEREAS, the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 ("Governance Policy"), authorizes the Board to appoint all members of the appointed local school councils and boards of governors of alternative and small schools (including military academy high schools) to fill mid-term vacancies after considering candidates for appointment selected by the following methods and the Chief Executive Officer's recommendations of those or other candidates:

Membership Category

Parent
Community
Advocate
Teacher
Non-Teacher Staff Member
JROTC Instructor

Method of Candidate Selection

Recommendation by serving LSC or Board
Recommendation by serving LSC or Board
Recommendation by serving LSC or Board
Non-binding Advisory Staff Poll
Non-binding Advisory Staff Poll
Non-binding Advisory Staff Poll (military academy high schools only)

Student

Non-binding Advisory Student Poll or Student Serving
as Cadet Battalion Commander or Senior Cadet
(military academy high schools)

WHEREAS, the established methods of selection of candidates for Board appointment to fill mid-term vacancies on local school councils, appointed local school councils and/or boards of governors were employed at the schools identified on the attached Exhibit A and the candidates selected thereby and any other candidates recommended by the Chief Executive Officer have been submitted to the Board for consideration for appointment in the exercise of its absolute discretion;

WHEREAS, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

1. The individuals identified on the attached Exhibit A are hereby appointed to serve in the specified categories on the local school councils, appointed local schools and/or boards of governors of the identified schools for the remainder of the current term of their respective offices.
2. This Resolution shall be effective immediately upon adoption.

Exhibit A

NEW APPOINTED LSC MEMBERS

TEACHER MEMBER

Syreeta Gordon-Brown
Abner Johnson
Antoinette Perry-Sigler
Bernardo Medina

REPLACING

Leslie Ratliff
Concepcion Valenzuela
Jennifer Carter
Carol Aguilar

SCHOOL

Black
Marsh
Mollison
Spry ES

NON-TEACHER MEMBER

Keyatta Batton

REPLACING

Ruby Johnson

SCHOOL

Ward ES

President Clark indicated that if there are no objections, Board Reports 17-0426-RS1 through 17-0426-RS5 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0426-RS1 through 17-0426-RS5 adopted.

17-0426-PO1

AMEND BOARD REPORT 10-0623-PO1

AMEND BOARD REPORT 08-0827-PO2

AMEND BOARD REPORT 05-0824-PO3

AMEND BOARD REPORT 04-0526-PO2

ADOPT A NEW COMPREHENSIVE POLICY ON THE ENROLLMENT AND TRANSFER OF STUDENTS IN THE CHICAGO PUBLIC SCHOOLS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education amend the Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools.

POLICY TEXT:

I. ENROLLMENT

Enrollment decisions should be made in the best educational interest of the child. The Board of Education shall enroll all children between the ages of five and twenty-one seeking admission who live in the City of Chicago. Decisions concerning enrollment shall be in accordance with the Second Amended Consent Decree.

A. Students Enrolling In Chicago Public Schools

1. General Rule

Children who enroll in the Chicago Public Schools ("CPS") and live within the attendance area of a particular school shall be accepted for enrollment in that school.

2. Exceptions to the General Rule

The general rule governing enrollment shall not apply in the following situations:

- a. Where a school has been designated for controlled enrollment, enrollment eligibility is subject to the requirements set out in the CPS Controlled Enrollment Policy.
- b. Where the school has no established attendance boundary, such as a magnet school, or a school with established selective enrollment admissions criteria. For schools with no attendance boundaries, admissions shall be in accordance with the requirements established by the Board. In particular, the Board's Policy on Magnet and Selective Enrollment Schools and Programs and the Options for Knowledge Guide issued annually by CPS identify the admissions requirements for magnet and selective enrollment schools.
- c. Where a school offers a preschool program, eligibility for preschool program enrollment is subject to preschool enrollment eligibility criteria and enrollment procedures as further described in section I.A.7 of this Policy. Except when otherwise specified by the Board, enrollment in a school's preschool program does not establish eligibility or priority to enroll in the school's kindergarten program.

3. Age of First Enrollment

To enroll in kindergarten and 1st grade, a student must satisfy the age eligibility requirements specified in Board Rule 6-2. Children must be 3 or 4 years old, but not yet 5 years old, on or before September 1st in order to be age eligible for a CPS preschool program.

4. Enrollment of Students With Disabilities

Where a student with disabilities seeks to enroll in his or her attendance area school, the attendance area school must immediately enroll that child. If the attendance area school believes that it is unable to implement the student's Individualized Education Program (IEP) or 504 Plan, the school must then contact the Office of Specialized Services for appropriate review and placement determination and provide interim services until proper placement is effected by the Office of Specialized Services. If a student with disabilities' IEP or 504 Plan requires an accessible building, an attendance area school or magnet school that constitutes the nearest building that meets the student's accessibility needs must accept the student, upon the request of the Office of Specialized Services, even if the student *has not applied or has not been accepted* into the school.

Every school, including magnet schools, magnet cluster schools, GEAP schools, military academies and selective enrollment schools, shall strive to meet the minimum enrollment targets of students with disabilities established by the *Corey H. court monitor*. If a school is below the minimum enrollment target, the school and the Office of Specialized Services shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target.

5. Enrollment of English Language Learners ("ELL"), also known as Limited English Proficient Students

The parent/guardian of all new students enrolling for the first time and all re-enrolling students who have not attended a Chicago Public School for one year or more must complete a Home Language Survey (HLS) at time of enrollment. If either question on the HLS is answered yes, the school will use the state-prescribed screening instrument to measure the student's English language proficiency to determine eligibility to receive bilingual education services. The administration of the state-prescribed screening instrument is subject to the requirements set in the Board's Bilingual Education Policy including the exceptions noted therein for certain categories of ELL students.

Where an ELL student seeks to enroll in his or her attendance area school and the school does not offer a bilingual education program aligned with the child's English language proficiency, the child must be enrolled in the attendance area school and given the option to transfer to the nearest school offering such a program. Pending identification and transfer to another school, or if the child opts to remain in the home school, the child must be enrolled and provided the most appropriate bilingual education services possible, consistent with his/her bilingual instructional needs. The school shall contact the Office of Language and Cultural Education for any placement in an alternate program or for assistance in developing the student's language proficiency in the attendance area school. ELLs who also have an IEP will be provided both bilingual education services as well as services required under their IEP.

6. Enrollment in a New School or Branch

For any new school or branch not identified in the annual Options for Knowledge Guide issued by CPS, the application deadline identified in the Options for Knowledge Guide will not apply. CPS will issue application requirements and deadlines as appropriate for such schools.

7. Enrollment in Preschool Programs

Enrollment in a CPS preschool program is subject to the application and eligibility requirements that are specific to each CPS preschool program and based on applicable federal or state requirements. Enrollment in any CPS preschool program is subject to availability of space. The parent or guardian seeking enrollment for a child must satisfy all documentation requirements set out in this Policy as well as additional program eligibility documentation requirements as set out in the Preschool Programs Guidelines issued by the Office of Early Childhood Education ("Preschool Program Guidelines"). Modified enrollment eligibility requirements may apply to children exiting the State of Illinois' Early Intervention Program as specified in the Preschool Program Guidelines.

Enrollment in a preschool program is not subject to school attendance boundary requirements. Parents/guardians may seek to enroll their child at any school offering a preschool program for which they are eligible. If there are more applicants than available spaces for a preschool program at a particular school, students will be prioritized for placement in accordance with the Preschool Programs Guidelines. Students with disabilities shall have their preschool program placement determined by the Office of Specialized Services based on a review to determine the appropriate classroom setting. If a student with a disability has an IEP in place at the time of preschool enrollment, the Office of Specialized Services will work with the Office of Early Childhood Education in determining the appropriate preschool placement for the student. If the school believes after enrollment in any preschool program that a student may have a disability, the preschool program must begin the special education referral process and continue the student's enrollment in the program until an IEP is developed and appropriate program placement is determined.

Except when otherwise specified by the Board, enrollment in a school's preschool program does not establish eligibility or priority to enroll in the school's kindergarten program. Kindergarten enrollment is subject to the standard enrollment eligibility requirements established for a school. Modified kindergarten eligibility requirements apply to schools participating in a federally-funded grant program that requires preschool students to be eligible to enroll in the school's kindergarten program as indicated by the terms of the grant.

Withdrawal of a student enrolled in a CPS preschool program shall comply with the conditions and requirements set out in the Preschool Program Guidelines.

B. Enrollment of Students Identified as Homeless

Schools must enroll homeless students in accordance with the CPS Policy and Procedures on Education of Homeless Children and Youth which instructs a school to immediately enroll the child even if the child is unable to produce records normally required for enrollment. Pursuant to the CPS Homeless Education Policy, nothing shall prohibit a school from requiring parents or guardians of a homeless child to submit an address or such other contact information as the school may require from parents or guardians of permanently housed children. It shall be the duty of the enrolling school to immediately contact the school last attended by the child to obtain relevant academic and/or other records.

C. Proof of Age and Address

The parent/guardian of a child seeking enrollment shall present to the school principal or designee proof of a child's age. All necessary immunization and other medical records shall also be provided as required by the Board's Policy on Student Health Examinations, Immunizations and Dental Examinations and Eye Examinations. To enroll a child in any school the person seeking enrollment for the child must also present evidence of current address.

The parent/guardian shall promptly notify the school of any change of address, phone number(s) and other contact information and shall promptly reply to school requests to complete an emergency contact form at least two (2) times per school year. Schools shall ensure that change of address and emergency contact information is promptly entered into IMPACT, the District's system of record.

1. Proof of age includes, but is not limited to, the following documents:

- a. Child's birth certificate;
- b. Child's baptismal record;
- c. Passport;
- d. Court documents; and
- e. Medical records.

2. Proof of current address includes, but is not limited to, any **two** of the following documents:
 - a. Current utility bills;
 - b. Illinois driver's license or State of Illinois identification card;
 - c. Deed;
 - d. Employer identification card;
 - e. MediPlan/Medicaid Card;
 - f. Voter registration card;
 - g. Court documents;
 - h. Illinois Department of Public Aid card;
 - i. Stamped United States Post Office change of address form;
 - j. Illinois state aid check/social security check; and
 - k. Other identification card issued by a federal or state agency or foreign government consulate, such as a Matricula Consular.

If the person enrolling a student fails to provide a proof of student age document, the school shall provide notice by certified mail that within thirty (30) days, he/she must provide:

- A certified copy of the student's birth certificate; or
- Other reliable proof of the student's identity and age; a passport, visa or other governmental documentation; and
- If a birth certificate is not available, an affidavit explaining why the birth certificate could not be produced.

Failure to provide the required documentation shall result in the immediate notification of the Chicago Police Department.

D. Proof of Guardianship or Custodianship

Adults acting in the role of guardian or custodian may enroll a child upon providing proof of guardianship or custodianship which may include the following:

1. A valid court order;
2. The most recent tax return naming the child as a dependent dependent;
3. Health insurance coverage for the child;
4. Any public aid documents covering the child; or
5. Appropriate documents authorizing or establishing custodianship.

Any other form of proof shall be presented to the appropriate Area Management Support Director or other designated oversight office for review.

E. Proof of Temporary Custodianship

Adults acting in the role of temporary custodian to a child due to circumstances involving the parents, legal guardians or child, may enroll a student with applicable documentation of residency and status as temporary custodian, which may include a notarized letter from the parent authorizing the temporary custody and the reason. Enrollment by a temporary guardian is subject to the limitations set out in Section I.H. of this Policy.

F. Enrollment of Students Who Transfer from a Private School, Foreign School, Charter School or Other School District

1. **Grade Placement.** Students who were previously enrolled in a private school (including home school), foreign school, Charter School or other school district who seek enrollment in the Chicago Public Schools are subject to transcript evaluation to determine proper grade placement and also may be evaluated to verify appropriate grade placement. Schools shall consult with the Office of P-12 Management on placement determinations when a transfer student's transcript is incomplete or missing. Further, schools shall follow the Office of Specialized Services' *Procedural Manual* on students with disabilities transferring from other schools outside CPS. Schools shall follow the Office of Language and Cultural Education's guidelines to ensure appropriate grade placement of ELL transfer students based on educational attainment of the child, not English language proficiency.
2. **Proof of Good Standing.** A student suspended or expelled for any reason from any public or private school in Illinois or any other state must complete the entire term of the suspension or expulsion before being admitted into the Chicago Public Schools. Students transferring from another Illinois public school must produce the Illinois State Board of Education "Student Transfer Form" completed by their former school verifying that they are "in good standing" and are not currently being disciplined by a suspension or expulsion. Failure to provide this form will result in the denial of enrollment of the transferring student. The parent or guardian of students transferring from an out-of-state public school or any

private school must certify in writing that the student is not currently serving a suspension or expulsion imposed by the school or school district from which the student is transferring. Failure to certify in writing that a student transferring from an out-of state public school is not currently serving a suspension or expulsion will result in the denial of enrollment of the transferring student. Failure to certify in writing that a student transferring from a private school is not currently serving a suspension or expulsion will result in referral to the Chief Education Officer or designee to review the student's suspension or expulsion status.

Transferring students currently expelled from another school may be assigned to an alternative placement if space is available as reviewed by the Chief Executive Officer or designee. Students who have been expelled from a CPS Charter School shall be evaluated on a case-by-case basis for appropriate placement. Students with disabilities who have been expelled by another school district and transfer into the Chicago Public Schools shall be assigned to an alternative placement in order to receive their IEP services.

G. Exemption from Providing Documentation

Homeless children or children in the care of the state (Department of Children and Family Services) shall be enrolled if they cannot produce their birth certificates, educational records, medical records, and/or proof of immunizations. Specific requirements regarding documentation waivers for homeless students are found in the CPS Policy and Procedures on Education of Homeless Children and Youth.

H. Students Living with Adults Who Are Not Parents or Legal Guardians

Students may not, for the sole purpose of enrolling in a particular school, live with adults who are not their parents or legal guardians. If there is a finding that a child is living with an adult who is not the parent or legal guardian solely for the purpose of attending school in that attendance area, then:

1. If the parent or legal guardian lives within the City of Chicago, that child shall be enrolled in the school of the attendance area in which the parent or legal guardian lives, absent extenuating circumstances. If there is a dispute as to what constitutes extenuating circumstances, the parent may seek a review by the appropriate Area Instruction Office.
2. If the parent or legal guardian of a CPS student lives outside the City of Chicago in violation of the residency requirement, that child's parent shall be charged tuition as calculated by the Board's Department of Revenue, in accordance with Board Rule 5-12 Non-Resident Pupils – Tuition.

I. Enrollment Options for High Schools That Have a Disproportionately Large Number of Students with Disabilities

Where a school has a 9th grade membership of 25% or more students with disabilities, the Office of Specialized Services shall offer other enrollment options to incoming 9th graders with disabilities. Such special education enrollment options shall be granted and administered in accordance with the Guidelines issued by the Office of Specialized Services.

J. Enrollment of Eighth Graders Into Ninth Grade

Elementary or middle school principals shall ensure that all eighth graders in their schools ~~have been projected via IMPACT to a high school by the end of April or such other date as determined by the Office of P-12 Management, submitted an application for 9th grade to the Office of Access and Enrollment by the annual deadline. Students will be projected to their assigned school in the student information system by the end of May or other date as determined by the Office of Access and Enrollment. The projection process is particularly important for students accepted for enrollment at a charter, selective enrollment or magnet high school and for students that communicate a change in residence. Those eighth graders who have not been accepted into a high school by this time shall be projected to their attendance area high school.~~

K. Application and Admission to Magnet and Selective Enrollment Schools and Programs

Students seeking to enroll in a Magnet or Selective Enrollment school or program outside of their attendance area must apply in accordance with the Board's Policy on Magnet and Selective Enrollment Schools and Programs and the annual Options for Knowledge Guide issued by the Office of Academic Enhancement.

L. Open Enrollment:

Open Enrollment schools are neighborhood schools without a magnet program. Students seeking to enroll in an Open Enrollment school outside of their attendance area must submit an application in accordance with the annual Options for Knowledge Guide issued by the Office of Academic Enhancement Access and Enrollment.

An Open Enrollment application will not be considered if it would lead to overcrowding or cause a school to exceed its enrollment cap or if it would exclude enrollment opportunities for the following:

- a. Students living within the attendance area;
- b. Students identified for controlled enrollment transfers under the CPS Controlled Enrollment Policy;
- c. Students identified for special program placement by the Office of the Chief Executive Officer; or
- d. ~~Students identified for School Choice transfers required by the No Child Left Behind Act as set out in Section II.D.5. of this policy.~~

Based on the foregoing considerations, the CEO or designee shall notify schools identified as ineligible to receive Open Enrollment students. Schools identified as ineligible may not enroll students who reside outside their school's attendance area without the approval of the Office of Academic Enhancement Access and Enrollment.

For eligible Open Enrollment schools with spaces available after a school year has commenced and after the school has ~~canceled~~ exhausted any waiting lists, the principal may, in his or her discretion, accept applications to fill available spaces during the then current school year. Copies of all such applications whether accepted or not, shall be forwarded to the Office of Academic Enhancement Access and Enrollment.

II. TRANSFER OF STUDENTS

As a general rule, children become students of the school in which they are enrolled ("home school"), and should not be unilaterally transferred or withdrawn by the school principal, unless by procedures pursuant to this or other CPS policies, in particular the withdrawal/removal from enrollment requirements set out in the Board's Comprehensive Policy on Absenteeism and Truancy. In the interest of continuity of educational programming, it shall be the Board's policy to limit transfers of students in the Chicago Public Schools to times in which both the students' and schools' disruptions will be minimized. The following procedures shall apply to student transfers.

A. Student Transfer Following a Change in Residence

1. Elementary and Middle School Students

Absent extenuating circumstances, transfers of elementary and middle school students, whose parents/guardians change their place of residence to a new attendance area, shall be made at the end of the school year, provided the distance factor does not adversely influence the students' safety, attendance, and academic progress. Parents who immediately want to transfer their child(ren) to an attendance area school after moving from one attendance area to another shall be allowed to do so. Seventh and Eighth grade students whose parents change their place of residence, however, may remain in the school until graduation if they desire to do so, provided the distance factor does not adversely influence the students' safety, attendance or academic progress.

2. High School Students

Absent students' extenuating circumstances, transfers of tenth, eleventh, and twelfth grade high school students within CPS, whose parents or guardians change their place of residence to a new attendance area, shall be made at the end of the current semester. High school students whose parents change their place of residence, however, may remain in the school until graduation if they desire to do so, provided the distance factor does not adversely influence the students' safety, attendance or academic progress.

Ninth grade transfers must comply with the guidelines located in the Options for Knowledge Guide.

3. Preschool Students

Transfers of students participating in a CPS preschool school program may be made upon parent/guardian request due to a change of residence. All such transfer requests are subject to availability of space.

4. Elementary and High School Students Who Move Outside the City of Chicago

Students must reside within the limits of the City of Chicago to attend a Chicago Public School. Students whose parents or guardians move outside the City of Chicago during the school year may remain at the CPS school they were attending at the time of the move for the balance of the current school year without paying tuition. Thereafter, the student is not longer eligible to attend a Chicago Public School. Students found in violation of the residency requirement are subject to the penalties described in Board Rule 5-12 Non-Resident Pupils – Tuition.

B. Transfers Into An Attendance Area School

Students attending a school outside their attendance area who wish to transfer to their attendance area school shall be enrolled as provided in section I.A. of this policy. If the school is a controlled enrollment school, transfer applicants shall be placed on the waiting list and offered enrollment as seats become available as described in the Board's Controlled Enrollment Policy.

C. Other Transfers

1. Best Interest of the Child

Transfers from a student's home school shall be granted at the request of a parent or guardian, when the student has been accepted for enrollment at another school. Also, transfers from a student's home school may be granted when it is clearly in the student's best educational interest as determined by the Chief Area Officer ("CAO") Network Chief. Any disputes regarding proposed best interest transfers should be referred to the appropriate Chief Area Officer Network Chief or other designated oversight office for resolution.

2. Students With Disabilities

Transfer restrictions described in this policy do not apply to students with disabilities who require a transfer pursuant to their IEP or 504 Plan. The Office of Specialized Services identifies the school at which a student's IEP or 504 Plan can be implemented and to which the student will be transferred.

3. English Language Learner Students

If a student transfers to a school which does not offer a bilingual education program aligned with the child's English language proficiency, he/she must be given the option to transfer to the nearest school offering such a program. Pending identification and transfer to an appropriate school or, if the child opts to remain in the current school, he/she must be provided the most appropriate bilingual education services possible consistent with his/her bilingual instructional needs.

4. Transfer Following a Finding of False Representation of Address

Any student who has been fraudulently registered in a school as a result of falsification of address may be subject to immediate transfer to the proper attendance area school, after notice and opportunity to respond have been given to the parent or legal guardian or emancipated youth. Any appeals of fraudulent registration decisions shall be made to the appropriate Chief Area Office or other designated oversight office.

5. ~~Transfers Pursuant to the Choice Provisions of the No Child Left Behind Act~~

~~a. School Choice Transfers. Pursuant to the No Child Left Behind Act ("NCLB"), Section 1116 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6317), parents of children attending a CPS school that has been identified for "School Improvement" may apply for a transfer of their children to a non-School Improvement CPS school. Schools are placed in School Improvement status when they do not make Adequate Yearly Progress for two consecutive years. Schools that do make Adequate Yearly Progress may be required to accept students who attend schools with School Improvement status. Each year, upon release by the Illinois State Board of Education of its Adequate Yearly Progress list, CPS will identify those schools in School Improvement and develop a public school choice program ("Choice Program"). The Choice Program may give priority to categories of eligible students. Under the Choice Program, parents of eligible students shall receive notice of eligibility and a Choice Program application. Student placement in schools through the Choice Program is subject to a number of factors including capacity of those non-School Improvement schools. In developing the Choice Program, the Office of Academic Enhancement in collaboration with the Department of School Demographics and other departments shall determine enrollment and capacity at each affected school. Each year, CPS may modify its Choice Program to reflect changes in the number of (i) schools identified for School Improvement, (ii) schools no longer identified for School Improvement; and (iii) other factors including changes in the priority given to categories of eligible students.~~

~~The Board authorizes the Chief Executive Officer to the extent practicable, to incorporate a school choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for elementary magnet schools, elementary magnet cluster schools and high school magnet programs.~~

~~As part of its Choice Program, CPS shall ensure that it provides transportation assistance to transferring students, to the extent required by NCLB. A student transferring under the Choice Program is entitled to transportation assistance only as long as the school from which he/she transferred remains identified as a School Improvement school. The type of transportation assistance provided may include, but is not limited to, bussing, using public transportation, reimbursing parents for the cost of transportation, or any combination thereof.~~

- ~~b. *Persistently Dangerous Transfers.* NCLB also mandates that students attending "persistently dangerous schools" as defined by 105 ILCS 5/10-21.3a, or identified on the list maintained in accordance with 105 ILCS 5/2-3.131 shall have the right to transfer to another school within the district consistent with NCLB and its regulations as well as applicable State laws. Further, students who are victims of certain violent crimes as defined by 725 ILCS 120/3(c) shall have the right to transfer to another school if the violent crime occurs on school property during school hours or at a school-sponsored event. Such transfer shall be made to another school within the district consistent with NCLB and its regulations as well as applicable State laws.~~

6.5. Homeless Education Students

School transfers that result from a student's homelessness shall be subject to the CPS Policy and Procedures on Education of Homeless Children and Youth. Under the CPS Homeless Education Policy, no school shall deny or delay transfer of any homeless child or youth who is unable to produce school, medical, residency, or other records. It shall be the duty of the receiving school to immediately enroll the child and then immediately contact the school last attended by the child to obtain the appropriate transfer documentation including academic, medical and/or other records. Nothing shall prohibit a school from requiring parents or guardians of a homeless child to submit an address or such other contact information as the school may require from parents or guardians of permanently housed children.

7.6. Transfers Due to School Closings

Nothing in this policy shall prohibit the Board from authorizing the transfer of students due to school closings, school boundary changes, new school openings, overcrowding or other circumstances that the Board deems appropriate.

8.7. Transfers From Other Schools

Students wishing to transfer to a Chicago Public School from a private school, including home school settings, parochial school, charter school or another public school outside the district, shall comply with the enrollment requirements set out in Section I of this Policy.

9.8. Disciplinary Transfers

Students are subject to transfer for disciplinary reasons to another CPS school. Transfers will be made in accordance with the Board's Student Code of Conduct ("SCC") provisions regarding Disciplinary Reassignment, provided there is available space. Disciplinary Reassignments are listed in the range of disciplinary actions available under the SCC for disciplining students and may be issued either in conjunction with, or as alternative to, suspension for certain infractions of the SCC. Disciplinary Reassignments are reserved only for students who have been determined, pursuant to the SCC, to have engaged in continually disruptive or very serious acts of misconduct. All Disciplinary Reassignments must be approved and facilitated by the CAO Network Chief or their designee. Among the factors which a CAO Network Chief may consider are the safety of the victim involved in the SCC infraction and whether the student subject to transfer would likely cease their disruptive behavior if placed in another setting.

10.9. Administrative Transfers

- a. Students enrolled in a Board-designated military academy may be subject to an administrative transfer due to non-compliance with the military standards as described in the Military Academy Guidelines.
- b. Students enrolled in a Board-designated dual credit high school may be subject to an administrative transfer due to a student's failure to comply with, or meet the requirements of, the student's school participation agreement.

- c. To the extent required by the Americans with Disabilities Act, in the event a parent or guardian with a disability is unable to access their child's school building, the student may be transferred to the nearest school that meets the parent's accessibility needs, offers the same program and for which the student meets any applicable enrollment criteria. All such transfer requests must be submitted to the Board's ADA Director for consideration.

44 10. Safety Transfers

A student may be transferred to another CPS school if the student's and/or other students' safety and/or well-being are jeopardized by remaining at the home school. All safety transfers must be approved, facilitated and implemented by the CAO Network Chief(s) or their designee(s) in accordance with the safety transfer guidelines issued by the Chief Education Officer or designee.

LEGAL REFERENCES:

Individuals with Disabilities Education Act, P.L. 108-446, as amended; Corey H. v. Board of Education of the City of Chicago, 92 C 3409; Salazar v. Board of Education 92 CH 5703; McKinney-Vento Homeless Assistance Act P.L. 100-77, as amended; and Sections 5/2-3.13a(a)-(b), 10-20.12, 10-20.12a, 10-22.6(g), 14-1 et seq., 14C-1 et seq., 26-1 et seq., 34-18, 34-18.2, 34-18(7) 34-18.24 and 45-1 et seq. of the Illinois School Code; 325 ILCS 50/5 and 325 ILCS 55/5.

17-0426-PO2

AMEND BOARD REPORT 14-0827-PO1

AMEND BOARD REPORT 11-0824-PO2

ADMISSIONS POLICY FOR MAGNET, SELECTIVE ENROLLMENT AND OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Admissions Policy For Magnet, Selective Enrollment and Other Options For Knowledge Schools and Programs.

PURPOSE: The purpose of this policy is to provide a comprehensive framework for enrollment in and the operation of magnet, selective enrollment, charter school participating in the single application model ("Participating Charters") and other Options for Knowledge schools and programs in the Chicago Public Schools ("CPS" or "the District"). Magnet and selective enrollment schools and programs have several goals including: (1) to maintain, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, *U.S. v. Board of Education of the City of Chicago* (80 C 5124)(N.D. IL); (2) to promote socio-economic ("SES") diversity within schools including, but not limited to, the prevention, reduction and elimination of isolation based upon income levels, parental education levels and other social and economic factors having an established correlation to educational achievement; (3) to provide a unique or specialized curriculum or approach; and (4) to improve achievement for all students participating in a magnet or selective enrollment school or program. This policy is created to ensure equal access and equity in the provision of magnet and selective enrollment schools and programs offered by the District.

HISTORY: On December 16, 2009, the Board adopted a one-year policy which first introduced a SES diversity model and governed applications for 2010-2011 school year enrollments. On November 17, 2010, the Board adopted another one-year policy that governed applications for 2011-2012 school year enrollments. Both one-year policies were subject to public comments and review by a Blue Ribbon Commission appointed by the Chief Executive Officer. In 2011, The Chief Executive Officer ("CEO") and his designees considered public comments and Blue Ribbon Commission recommendations on whether to adopt a general Policy on Admissions to CPS Magnet and Selective Enrollment Schools and Programs in lieu of a limited one-year policy.

POLICY TEXT:

I. APPLICABILITY: This policy applies to enrollment in magnet, selective enrollment, participating charter and other Options for Knowledge schools and programs beginning with the admissions process for 2012-2013 2018-2019 school year enrollments.

II. TYPES OF MAGNET, SELECTIVE ENROLLMENT AND OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS: The Chicago Public Schools operates the following types of magnet, selective enrollment and other Options for Knowledge schools and programs, which are collectively referred to in this policy as "magnet and selective enrollment schools and programs":

1. Elementary Magnet Schools: Elementary magnet schools offer a curriculum focused on a specific programmatic theme(s). Every student in the school is involved in the magnet theme(s) or focus offered at that school. To be considered for acceptance, students must submit an application in accordance with the Options for Knowledge publication and other related publications issued by the CEO or designee (collectively referred to in this policy as "the Options for Knowledge publication"). CPS uses non-testing admissions procedures for its magnet elementary schools. Generally, magnet schools do not have a neighborhood attendance boundary. For magnet schools with defined attendance areas, the admissions process is similar to the process for elementary magnet cluster schools.

2. Elementary Magnet Cluster Schools: A magnet cluster school is an elementary neighborhood school with a defined attendance area. These schools accept all students who live within the boundary; any remaining available seats are filled by students who live outside of the neighborhood attendance boundary. Magnet cluster schools are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Magnet cluster schools offer a curriculum focused on a specific programmatic theme(s). CPS uses non-testing admissions procedures for its magnet cluster schools. To be considered for admissions, students who live outside of the attendance boundary must submit an application in accordance with the Options for Knowledge publication.

3. Selective Enrollment Elementary Schools and Programs ("SEES"): SEES provide programs and services that modify, supplement and support the standard education of students identified as gifted and talented, who consistently excel in general intellectual ability or possess aptitude or talent in a specific area. SEES schools consist of Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs, as further described below. CPS uses standardized testing admissions procedures for these schools and programs.

a. *Regional Gifted Centers* - A Regional Gifted Center is an elementary school or a program within an elementary school that offers a curriculum that is designed to meet the needs of gifted students and is faster in pace, broader in scope, and presents subject matter in greater depth than is possible in most programs. Some of these centers are designed to service the needs of high-ability English Language Learners.

b. *Classical Schools* - Classical Schools are designed to provide a challenging liberal arts course of instruction for students with high academic potential. The instructional program in these elementary schools is accelerated and highly structured for strong academic achievement in literature, mathematics, language arts, world language and the humanities.

c. *Academic Centers* - Academic Centers are housed in high schools and offer a program that allows academically advanced students in grades 7-8 the opportunity to access advanced courses, including high school level courses, and move through course material at their own pace.

d. *International Gifted Programs* - International Gifted Programs are designed for intellectually able 6th, 7th and 8th grade students. The programs include intensive study in English, French, social studies, laboratory science, mathematics, technology, arts, library science and advanced research.

4. Selective Enrollment High Schools ("SEHS"): SEHS are designed to meet the needs of the city's most academically advanced high school students. A selective enrollment high school does not have an attendance area. CPS uses criteria that include standardized testing for admission to these schools.

5. Magnet High Schools and Programs: Generally, magnet high schools do not have a neighborhood attendance boundary. Magnet high schools offer a curriculum focused on one or more specific programmatic themes. CPS uses non-testing admissions procedures for its magnet high schools; however, a threshold stanine is generally required for eligibility. High school magnet programs also are located in neighborhood high schools in order to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. The schools accept students who live within their attendance boundaries. Students who live outside of the neighborhood attendance boundary must submit an application; students are selected in accordance with the procedures described in the annual Options for Knowledge publication.

6. International Baccalaureate Programs in Neighborhood High Schools ("High School IB Programs"): The High School IB Program is a pre-university program for academically advanced in grades 11 and 12. Located in neighborhood schools, these programs are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Students (both neighborhood students and citywide students) must apply for enrollment in a High School IB Program prior to entering high school; students are selected in accordance with the procedures described in this policy and the annual Options for Knowledge publication.

7. Other Options For Knowledge Schools and Programs: Other Options for Knowledge schools and programs include but are not limited to Military Academies, High Schools with College and Career Academy programs, Open Enrollment schools, Charter Schools participating in the Single Application model and any other school or program specified by the CEO or designee in the annual Options for Knowledge publication.

III. CONSIDERATION OF SOCIO-ECONOMIC FACTORS IN THE SELECTION PROCESS: The District's magnet and selective enrollment admissions processes consider socio-economic status ("SES") factors that relate to the census tract in which an applicant resides at the time of application. Parents/guardians are responsible for providing a true and correct address on all applications and updating their current address with the Chicago Public Schools on a timely basis. The application address will update a student's address with the system of record (IMPACT). CPS utilizes data in the following six areas to calculate SES scores and designate an SES tier for each census tract: (1) median family income, (2) adult educational attainment, (3) the percentage of single-parent households, (4) the percentage of home ownership, (5) the percentage of the population that speaks a language other than English; and (6) a school performance variable. Results from these six SES factors will be combined to create a composite census tract score for each census tract in Chicago.

The first five SES factors are derived from data gleaned from the U.S. Census Bureau and other updated sources of reliable and relevant information. Although the U.S. Census is administered every 10 years, current estimates of data tracked by the census are made available through updates published by the U.S. Census Bureau and through reliable commercial demographic marketing firms that use a variety of supplemental data sources. These data are widely used in retail, health care, telecommunications, real estate, and economic development industries, among others. The sixth factor, the school performance variable, is calculated annually from ISAT the District-wide Assessment (DWA) scores for attendance area schools in each census tract. The SES tier assignment for each census tract is published on the Office of Academic Enhancement's website at www.cpsoea.org.

IV. MAGNET SCHOOLS AND PROGRAMS - SELECTION PROCESS: Magnet schools and programs use the computerized lottery selection process described below.

1. Elementary Magnet School Lottery Selections – Entry Level:

a. *Siblings* – All sibling applicants shall be offered seats to the extent space is available. Lotteries will be conducted as necessary if the number of sibling applicants is greater than the number of available seats, and a designated sibling wait list shall be established if there are more sibling applicants than available space. To be eligible, the enrolled sibling and the applicant sibling must reside in the same household and must be attending the same school at the same time for at least one school year. For the purposes of this policy, the term sibling means natural siblings, step siblings, foster siblings and adopted siblings, as evidenced by documentation required by the CEO or designee. A sibling of a student who will be graduated, or who is scheduled to transfer to another school, prior to the enrollment of the sibling who is applying for admission, shall not be eligible for this priority.

b. *Proximity Lottery* – After placing siblings as described above, 40% of the remaining seats will be allocated to the proximity lottery and the balance to the citywide SES lottery. Proximity determinations will be made by the CEO or designee through a geocoding-based proximity analysis conducted prior to the lottery. All applicants will be placed into the proximity or citywide lotteries based on the application address.

If the number of proximity applicants is less than the number of seats allocated for the proximity application process, those applicants will be given offers and the remaining seats will be filled through the citywide SES lottery.

Where there are more proximity applicants than available seats, computerized lotteries may be run for applicants residing within a 1.5 mile proximity radius of the elementary magnet school and a 2.5 mile proximity radius of the magnet high school. The proximity radius is determined by a straight line method that does not consider driving distances. A sufficient number of offers will be made in lottery order to fill the seats allocated to the proximity selection process. The remaining proximity applicants will be placed on a proximity wait list.

In an effort to ensure ongoing diversity in these programs, if more than 50 percent of the entire student body, according to the current 20th day file, is comprised of students within the proximity and if more than 50 percent of the student body is any one racial or ethnic group, no proximity lottery will be held for that school. Where both conditions are met, all applicants, including those living in the proximity area, will be placed into the citywide SES lottery.

c. *Citywide SES Lottery* – Offers for the seats allocated to the citywide SES lottery process will be made using the four SES tiers described in Section III. above. Applicants for the citywide SES lottery process will be placed into the four SES tiers based on the applicant's address noted on the application. Lotteries will be conducted within each of the four SES tiers and applicants will be ranked in lottery order within each tier. If there are insufficient applicants within a tier to fill the allocated number of seats in that particular SES tier, the unfilled seats will be divided evenly and redistributed across the remaining tier(s) as the process continues. A sufficient number of offers will be made in lottery order for each SES tier to fill the seats allocated to this lottery process. The remaining applicants will be placed on an applicant wait list by SES tier.

d. *School Staff Preference Lottery* – At all non-selective enrollment schools, two seats will be allocated at the entry level grade for children of teachers of staff currently employed at that school. If there are more than two children who qualify and apply for these seats, a lottery will be held and students will be ranked in lottery order. For the purposes of this policy, the term children means natural children, step children, foster children and adopted children, as evidenced by documentation required by the CEO or designee. If there are no students who qualify or who apply under this lottery, seats will be reallocated. If there are minimum criteria for a school, a student must meet eligibility requirements in order to qualify for school staff priority admission.

2. Elementary Magnet School Lottery Selections – Non-Entry Level: Applications to transfer to an elementary magnet school or program at a higher grade level, and requests to transfer to a magnet school or program during the school year at any grade level shall be handled through the following procedure: Available seats will first be offered to siblings of currently enrolled students (with a lottery conducted if there are more sibling applicants than seats). The remaining seats will be filled through a citywide lottery. Requests to transfer into an entry-level grade after the commencement of the school year shall be handled in accordance with the wait list requirements set out in section IV.5. herein.

3. Selections for Elementary Magnet Cluster Schools and Elementary Magnet Schools with Attendance Boundaries: For students who reside outside the attendance area of a magnet cluster school or magnet school with an attendance boundary, applications for entry-level and non-entry level grades must be submitted in accordance with the Options for Knowledge publication. After enrolling all attendance area students, available seats will first be offered to sibling applicants of currently enrolled students (with a lottery conducted if there are more sibling applicants than seats). The remaining seats will be filled through a citywide general lottery that does not apply SES tier factors. For schools with an entry level grade of pre-kindergarten, applications are required for all students who wish to enroll in pre-kindergarten regardless of whether the student lives within the school's attendance boundary. School Staff Lottery Preference also will be given at these schools.

4. Selections for Magnet High Schools and Programs: All applicants are subject to threshold academic criteria in order to apply as specified in the Options for Knowledge publication. Where there are more qualified applicants than available seats, students are selected through the computerized sibling selection, proximity lottery and SES lottery processes outlined in section IV.1.a., IV.1.b. and IV.1.c. above. For magnet high schools and high school magnet programs with academic requirements, sibling and school staff preference applicants must meet eligibility requirements in order to qualify for sibling or school staff preference priority admission.

Notwithstanding the foregoing, if a high school magnet program is a performance-based program (such as a performing or arts program at a neighborhood school), after identifying students meeting threshold academic criteria, a combination of academic and audition/portfolio-based criteria will be used to select students as specified in the annual Options for Knowledge publication. Applicants are ranked through a computerized process based on this combination of criteria with student selections made based on rank order.

Applications to transfer to a magnet high school or program at a non-entry level shall be reviewed and approved by the CEO or designee.

5. Wait Lists: Wait lists shall be annually established by the CEO or designee for enrollment at a magnet school or program based on the ranking of applicants through the lottery process for applicants at all grade levels. The established wait lists will remain in effect until the end of the school year in which the wait list applies. Any school wishing to make offers to applicants identified on the wait lists must contact the parent/guardian of those applicants in wait list order and record how and when they attempted contact and if the parent/guardian responded. Schools are required to use IMPACT to track whether students have accepted or declined, in accordance with the CEO's or designee's procedures. No applicants may be given offers for seats in a magnet school or program unless those applicants appear on the wait list established by the CEO or designee for that school and grade. Schools that have exhausted their wait list(s) may accept additional applications, but all applications must be approved by the CEO or designee to authorize enrollment. Audits will be conducted periodically to ensure compliance with all wait list procedures.

For both entry- and non-entry-level seats, where a school is maintaining a wait list for sibling applicants, the sibling wait list must be exhausted first. Where a school does not have a sibling wait list but maintains proximity and general wait lists, the school shall alternate between the proximity and general wait lists when enrolling students in accordance with the procedures established by the CEO or designee.

~~6. NCLB School Choice: Notwithstanding the foregoing, the CEO or designee may set aside a prescribed number of seats at magnet schools and magnet cluster schools that qualify as NCLB School Choice receiving schools to conduct Choice lotteries for qualifying students.~~

~~7.6. Principal Discretion: This policy does not authorize principals of magnet schools and programs to exercise principal discretion in the student selection process.~~

V. SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS - SELECTION PROCESS: Students are selected for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools and High School IB Programs through academically-based criteria and a computerized selection process, as described below. The goal of the selective enrollment selection process is to offer a student the optimum match of school/program choice as indicated on the student's application based on the student's composite score and, for SES-based selections, the student's census tier.

1. Selection for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools – Entry Level: Applicants who attain final scores above the cutoff score established by the CEO or designee will be selected through a system that affords applicants two opportunities to be chosen for enrollment at each of their preferred selective enrollment schools or programs. Applicants to each selective enrollment school or program are first ranked based solely on their composite score results from applicable testing and/or academic criteria. Next, all applicants to the particular school or program are again ranked by their assigned SES tier based on the composite score results from applicable testing and/or academic criteria.

A total of 30% of the available seats shall be filled in rank order from the testing/academic criteria-only list. The remainder of available seats shall be filled in rank order from the lists that rank applicants by each of the four SES tiers, with an even number of students selected from each of the four SES tier rank lists. If there are insufficient qualifying applicants within an SES tier to fill the allocated number of seats in that particular tier, the unfilled seats will be divided evenly and redistributed across the remaining tier(s) as the process continues.

An applicant will be considered in both the score-only rank list and the SES tier rank list for each school identified on the student's application in the student's order of preference until the student is selected by a school or until the student's school preference list is exhausted. Applicants are selected in rank order from each list in such a way that when a student is selected from the score-only list, his/her name will not be processed on the SES tier rank list for that school. Under this single offer model, only one offer is permitted per round of admissions. Once a student accepts an offer for a school or program, he/she will not be considered for any other schools and programs identified on the student's application in future rounds of admission. There is no guarantee that more than one round of admission will be necessary.

There shall be no transfer opportunities into an entry level grade at a Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs, or SEHS after the commencement of the first day of the school year, except as authorized under the Options for Knowledge publication.

2. Selection for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools – Non-Entry Level: Applications to enroll in a selective enrollment elementary school or program (SEES) at a grade level other than an entry-level grade are subject to review and approval by the CEO or designee. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication. Applications to enroll in a selective enrollment high school or program at a grade level other than the entry-level grade are subject to review and approval by the CEO or designee.

3. ~~Selection for High School IB Program: Students (both neighborhood students and citywide students) must apply for enrollment in a High School IB Program prior to entering high school. To support the continuum of International Baccalaureate (IB) programming between partnering elementary schools and high schools offering an IB program, applicants from partnering schools are given preference in the selection process. Applicants from a high school's partner IB elementary schools shall be offered seats to the extent that space is available. For remaining seats, applicants who satisfy threshold academic criteria are evaluated based on a combination of academic and interview criteria, with students receiving additional points if they reside within the school's attendance boundary. Applicants are ranked through a computerized process based on this combination of criteria with student selections made based on rank order.~~

Applications to enroll in a High School IB Program at a grade level other than the entry-level grade are subject to review and approval by the CEO or designee.

4.3. Set Asides: In consultation with the Office of Special Education and Supports, certain selective enrollment schools and programs may also be subject to additional set-aside requirements for the placement of students with disabilities, as may be required by law. Additionally, the CEO or designee is authorized to incorporate set-asides for a NCLB choice process in the SEHS selection process.

5.4. Siblings: There is no priority admission of siblings to Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools or High School IB Programs.

6.5. Principal Discretion: Principals' discretionary admissions shall be allowed in SEHS only. Annually the CEO or designee shall identify the requisite number of principal discretion seats available at each SEHS. All SEHS principal discretion admissions shall be conducted in strict compliance with the CEO's SEHS principal discretion guidelines. This policy does not authorize principals of SEES or High School IB Programs to exercise principal discretion in the student selection process.

VI. **OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS - SELECTION PROCESS:** Students are selected based on the criteria and process identified for each school or program in the Options for Knowledge publication.

VII. **APPLICATIONS:** Students seeking admission to an elementary magnet or selective enrollment school or program or other Options for Knowledge school or program shall submit applications in accordance with the requirements and deadlines specified in the Options for Knowledge publication. Students seeking admission to ninth grade seats will participate in a single application process that will include all district run schools and all participating charter schools and programs.

Students seeking admission to non-selective enrollment schools or programs for ninth grade shall submit an application in accordance with the requirements and deadline specified by the Office of Access and Enrollment. Applicants will receive a single non-selective enrollment offer based on their choices and qualifications.

Students seeking admission to selective enrollment ninth grade seats shall also submit an application in accordance with the requirements and deadline specified by the Office of Access and Enrollment. Applicants will receive a single selective enrollment offer based on their choices and qualifications. Under the single offer model, only one offer is permitted per round of admissions. Once a student accepts an offer for a school or program, he/she will not be considered for any other schools and programs identified on the student's application in future rounds of admission. There is no guarantee the more than one round of admission will be necessary.

Students will receive a maximum of two offers if they qualify for both a non-selective and selective enrollment seat.

1. Existing Students: Students cannot automatically transfer from one magnet or selective enrollment school or program into another. If a student who is enrolled in a magnet or selective enrollment school or program is interested in attending another magnet or selective enrollment school or program, the student must apply through the standard application procedures set out in this policy. Once a student transfers out of a magnet or selective enrollment school or program, if he/she wishes to return to that school or program, he/she must reapply for admission to that school or program through the standard application procedures.

2. Applications for Twins or Multiples: For applications for a magnet school magnet cluster school or magnet program (except performance-based magnet programs), parents/guardians of twins, triplets and other higher order multiple births have the option to link their applications together. This link connects the applicants together, ensuring the twins/multiples are treated as a unit in the lottery. This ensures that they will either gain placement together, or be next to each other on the waitlist. Parents/guardians of twins/multiples also have the option to not link their applications, in which case each child will be independently processed in the lottery without connection to their twin or multiple sibling(s). This policy adopts the traditional meaning of twins and multiples, meaning siblings produced in the same pregnancy. For purposes of this policy, the terms twins and multiples do not include siblings adopted during the same year, adopted siblings born during the same 12-month period, biological siblings born from different pregnancies during the same 12-month period, or any other circumstance in which siblings are close in age but who were not produced in the same pregnancy.

3. Affirmation: All applications submitted under this policy must include a signed statement in which the parent or guardian affirms that the information contained in the application is true and correct. In the event that the District discovers that an applicant submitted false information including, but not necessarily limited to, information regarding the applicant's residence or sibling status, the applicant shall be subject to immediate removal from the magnet or selective enrollment school or program to which admission was gained based on false information from the magnet or selective enrollment school or program. The CEO or designee shall establish a process to evaluate alleged fraud and make final determinations regarding student removal.

4. Residency Requirement: Enrollment in any CPS magnet or selective enrollment school or programs is limited to "residents" of the City of Chicago, as further described in the Board's Enrollment and Transfer Policy. A student is not required to reside in the City of Chicago in order to apply to these schools or programs; however, in order to enroll, the student must reside within the City limits no later than the July 1st immediately prior to the start of the school year that the student seeks enrollment. The Options for Knowledge publication may address procedures for compliance with the proof of residency requirement.

5. Second Application Processes: In the spring of each year, a second application process will be offered for magnet schools and magnet cluster schools that still have space available following the regular application process in the fall. The "End-of-Year Citywide Options Program" shall be conducted in accordance with application procedures published by the CEO or designee. Parents will be notified of application status in accordance with the procedures established for these programs by the CEO or designee.

6. Application Appeals: The CEO or designee is authorized to establish an appeals process for disputes regarding applications to a magnet, selective enrollment or other Options for Knowledge school or program.

~~VIII. NCLB TRANSFERS: The Board authorizes the CEO to the extent practicable, to incorporate a school-choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for SEHS, elementary magnet schools, elementary magnet cluster schools and high school magnet programs. Under the NCLB Transfer program, transferring students receive transportation assistance to the extent required by NCLB and in accordance with CPS guidelines.~~

~~IX VIII. STUDENTS WITH DISABILITIES: Magnet and selective enrollment schools and programs shall strive to meet the minimum enrollment targets of students with disabilities established by the Corey H. court monitor. If a school is below the minimum enrollment target, the school and the Office of Special Education and Supports (OSES) Diverse Learner Supports and Services shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target. In cases where the IEP of students with physical impairments requires that the children attend school in an accessible building and a magnet school constitutes the closest accessible building that can implement the IEP, such admissions decisions shall be made independent of the aforementioned process by the CEO or designee.~~

~~X IX. CONTINUATION OF ENROLLMENT: Absent extenuating circumstances that may affect the best interest of the student, once a student is admitted to a magnet or selective enrollment school or program, the student may remain enrolled in that school or program until the student reaches the highest grade level offered by that school; provided that remaining in the school does not adversely affect the student's social, emotional, and/or academic well-being. This right shall not be affected by changes that might be made regarding transportation guidelines pertaining to these schools. All students enrolled in a magnet or selective enrollment school or program are further subject to the transfer provisions identified in the Board's Enrollment and Transfer Policy.~~

~~XI X. TRANSPORTATION:~~

~~1. Application to and acceptance in any magnet school or program or SEES shall be made without regard to whether a student is eligible for transportation services. Hence, a student may apply and be accepted to a magnet school or program or SEES regardless of whether the student would be entitled to receive transportation.~~

2. CPS provides transportation services during the regular school day to students attending its magnet schools and programs in accordance with applicable federal and state laws, any board reports related to specific schools and the following requirements. Subject to the availability of funding, the following transportation services will be provided:

a. Transportation service is provided to those students attending an elementary magnet school who live more than 1.5 miles and less than 6.0 miles from the school in which they are enrolled.

b. Transportation service is provided to those students attending a Regional Gifted Center who live more than 1.5 miles from the school in which they are enrolled (with the exception of Carnegie, Coonley and South Loop, which provide transportation as described in the Options for Knowledge publication).

c. Transportation service is provided to 7th and 8th grade students attending Academic Centers who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for Academic Centers described in the Options for Knowledge publication.

d. Transportation service is provided to 6th, 7th and 8th grade students attending International Gifted Programs, who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for International Gifted Programs described in the Options for Knowledge publication.

e. Transportation is provided to students attending any Classical Schools who live more than 1.5 miles from the school in which they are enrolled and who reside within the transportation ranges described in the Options for Knowledge publication.

3. The provisions of this policy will not act to limit the entitlement of any student who receives transportation services as a result of IEP accommodations, homelessness, ~~NCLB School Choice~~ or any other program that provides transportation services.

4. Transportation services are not provided to any student residing less than 1.5 miles from the school they are attending, unless a safety hazard exists within the minimum transportation distance. Parents requesting transportation within the 1.5 mile area must complete the "Request for Exception Application for Determination of Serious Safety Hazard" form and return it to the school principal. The request must be approved by the respective Chief of Schools Network Chief with any appeals going to the CEO or designee.

5. Transportation services are not provided to students in the 9th through 12th grades attending any magnet high school, any selective enrollment high school or program, or any magnet program at the high school level.

6. The Chief Executive Officer may authorize adjustments to the transportation services set out in this policy as s/he deems necessary to best serve the needs of a particular magnet school or program or SEES. The Chief Executive Officer shall submit a quarterly report to the Board on any adjustments to transportation services authorized during the previous quarter.

~~XII~~ XI. ACCOUNTABILITY STANDARDS AND PROGRAM STATUS: The CEO or designee is authorized to make annual evaluations regarding program status and continuation of resources, based on program compliance and fidelity, utilization rates and other factors. Further, at the end of each school year, the CEO may make determinations regarding the continuation or adjustment of any of the District's magnet and/or selective enrollment schools and programs. Any change that would eliminate a school's magnet or selective enrollment status is subject to Board approval. Any change that does not result in a change in status for the school is subject to approval by the CEO.

~~XIII~~ XII. AUTHORIZATION TO ISSUE PROCEDURES AND GUIDELINES: The CEO or designee is authorized to establish application and selection procedures and requirements as necessary to effectively administer applications for enrollment in magnet and selective enrollment schools and programs and will publish these procedures and rules in the annual Options for Knowledge publication. The CEO may also issue revised or updated procedures, rules and guidelines as necessary for the effective implementation of the requirements of this policy. The CEO or designee is further authorized to formulate and issue SEHS principal discretion guidelines as specified in this Policy and issue revisions or updates to these guidelines as necessary for the effective implementation of the requirements of this policy.

~~XIV~~ XIII. ENFORCEMENT: Violations of this policy or any guidelines, manuals or procedures issued pursuant to or in relation to this policy are prohibited. Employees of the Board who commit such violations will be subjected to severe penalties, up to and including termination. Students who are enrolled in violation of this policy will be subject to removal from that magnet or selective school or program.

President Clark indicated that if there are no objections, Board Reports 17-0426-PO1 and 17-0426-PO2 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0426-PO1 and 17-0426-PO2 adopted.

17-0426-CO1

COMMUNICATION RE: LOCATION OF
BOARD MEETING OF MAY 24, 2017

Frank M. Clark President, and
Members of the Board of Education
Mark F. Furlong
Rev. Michael J. Garanzini, S.J.
Jaime Guzman
Dr. Mahalia A. Hines
Arnie Rivera
Gail D. Ward

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, May 24, 2017 will be held at:

CPS Loop Office
42 W. Madison Street, Garden Level, Board Room
Chicago, IL 60602

The Board Meeting will begin at 10:30 a.m.

Public Participation Guidelines are available on www.cpsboe.org or by calling (773) 553-1600.

For the May 24, 2017 Board Meeting, advance registration to speak and observe will be available beginning Monday, May 22nd at 10:30 a.m. and will close on Tuesday, May 23rd at 5:00 p.m. or until all slots are filled. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)
Phone: (773) 553-1600
In Person: 1 North Dearborn, Suite 950

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

17-0426-EX1*

TRANSFER OF FUNDS
Various Units and Objects

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of March. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from Facility Opers & Maint - City Wide to Richard Edwards School

20170161805

Rationale: max. 4747588
suck grease pit, rod & jet line, then camera main sanitary line

Transfer From:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
56105 Services - Repair Contracts
254034 O&M Southwest
000000 Default Value

Transfer To:

23081 Richard Edwards School
230 Public Building Commission O & M
56105 Services - Repair Contracts
254034 O&M Southwest
000000 Default Value

Amount: \$1,000

2. Transfer from Teaching and Learning Office to Richard T. Crane (RTC) Medical Preparatory High School

20170164095

Rationale: Hosting funds for MS Debate Tournament

Transfer From:

10810 Teaching and Learning Office
115 General Education Fund
57940 Miscellaneous Charges
150009 Debate - Middle School
000000 Default Value

Transfer To:

46641 Richard T. Crane (RTC) Medical Preparatory High School
115 General Education Fund
57705 Services - Space Rental
150009 Debate - Middle School
000901 Other Gen Ed Funded Programs

Amount: \$1,000

3. Transfer from Facility Opers & Maint - City Wide to John W Cook Elementary School

20170164297

Rationale: Maximo w.o.#cps-4747336. Contractor to provide a complete diagnostics to the main exit line of the storm basin network, pumping of standing water, hydro jetter and power rod with cutters for main. 4 hrs of labor.

Transfer From:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
56105 Services - Repair Contracts
254035 O&M Far South
000000 Default Value

Transfer To:

22801 John W Cook Elementary School
230 Public Building Commission O & M
56105 Services - Repair Contracts
254035 O&M Far South
000000 Default Value

Amount: \$1,000

4. Transfer from LSC Relations to John H Vanderpool Magnet School

20170165490

Rationale: Cassius Winters Palacio Innovation Legacy Project

Transfer From:

10910 LSC Relations
115 General Education Fund
54125 Services - Professional/Administrative
230010 Administrative Support
000000 Default Value

Transfer To:

29311 John H Vanderpool Magnet School
115 General Education Fund
53405 Commodities - Supplies
119035 Other Instruction Purposes - Miscellaneous
000000 Default Value

Amount: \$1,000

5. Transfer from Early Childhood Development - City Wide to Nathan S Davis School & Annex

20170166046

Rationale: Budget transfer to cover funds needed for student transportation.

Transfer From:

11385 Early Childhood Development - City Wide
362 Early Childhood Development
53405 Commodities - Supplies
111048 Early Childhood 3-4
510224 Headstart-Child Development

Transfer To:

22891 Nathan S Davis School & Annex
362 Early Childhood Development
54210 Pupil Transportation
119027 Prek Instruction
510224 Headstart-Child Development

Amount: \$1,000

6. Transfer from Early Childhood Development - City Wide to Beasley Academic Center Magnet

20170166049

Rationale: Budget transfer to cover funds needed for student transportation.

Transfer From:

11385 Early Childhood Development - City Wide
362 Early Childhood Development
53405 Commodities - Supplies
119027 Prek Instruction
376641 State Preschool For All Age 3-5 Extended Supports

Transfer To:

29321 Beasley Academic Center Magnet
362 Early Childhood Development
54210 Pupil Transportation
119027 Prek Instruction
376641 State Preschool For All Age 3-5 Extended Supports

Amount: \$1,000

7. Transfer from Early Childhood Development - City Wide to Richard Edwards School

20170166052

Rationale: Budget transfer to cover funds needed for student transportation.

Transfer From:

11385 Early Childhood Development - City Wide
362 Early Childhood Development
53405 Commodities - Supplies
111048 Early Childhood 3-4
510224 Headstart-Child Development

Transfer To:

23081 Richard Edwards School
362 Early Childhood Development
54210 Pupil Transportation
119027 Prek Instruction
510224 Headstart-Child Development

Amount: \$1,000

2240. Transfer from Capital/Operations - City Wide to University of Chicago Charter School - Donoghue Campus

20170166470

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-66321-MCR ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
486 CIT Bond Proceeds
56310 Capitalized Construction
251392 Repairs & Improvements
000000 Default Value

Transfer To:

66321 University of Chicago Charter School - Donoghue Campus
486 CIT Bond Proceeds
56310 Capitalized Construction
253508 Renovations
000000 Default Value

Amount: \$4,031,025

2241. Transfer from Oriole Park School to Capital/Operations - City Wide

20170164769

Rationale: Funds Transfer From Project# 2014-24771-ANX To Award# 2014-484-00-13 ; Change Reason : NA

Transfer From:

24771 Oriole Park School
484 CIP Series 2013BC
56310 Capitalized Construction
009531 Additions
000000 Default Value

Transfer To:

12150 Capital/Operations - City Wide
484 CIP Series 2013BC
56310 Capitalized Construction
253519 Additions
000000 Default Value

Amount: \$4,040,295

2242. Transfer from Capital/Operations - City Wide to Charles Gates Dawes School

20170166471

Rationale: Funds Transfer From Award# 2017-486-00-10 To Project# 2017-22901-TJS ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
486 CIT Bond Proceeds
56310 Capitalized Construction
009531 Additions
000000 Default Value

Transfer To:

22901 Charles Gates Dawes School
486 CIT Bond Proceeds
56310 Capitalized Construction
253520 Temporary Unit
000000 Default Value

Amount: \$5,266,798

2243. Transfer from Capital/Operations - City Wide to Jose De Diego Community Academy

20170161666

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-31261-WIN ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
486 CIT Bond Proceeds
56310 Capitalized Construction
251392 Repairs & Improvements
000000 Default Value

31261 Jose De Diego Community Academy
486 CIT Bond Proceeds
56310 Capitalized Construction
253508 Renovations
000000 Default Value

Amount: \$5,746,740

***[Note: The complete document will be on File in the Office of the Board]**

17-0426-ED1

ADOPT ACADEMIC CALENDAR FOR 2017-18 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Adopt the academic school year calendar for elementary and high schools for the year 2017-2018.

DESCRIPTION: The calendar indicates holidays, teacher institute days, school improvement days, professional development days, and days when schools are closed for extended periods of time.

The effect of this action would be to establish a school year.

The 2017-2018 calendar includes 178 student attendance days, 4 Teacher Institute days, 4 School Improvement days, 2 Parent-Teacher Conference Days (Report Card Pickup Days) and 2 Professional Development days.

LSC REVIEW: LSC review is not applicable to this report.

FINANCIAL: None.

GENERAL CONDITIONS: Not applicable.



2017-2018 CPS CALENDAR ELEMENTARY AND HIGH SCHOOLS

Forrest Claypool
Chief Executive Officer

| | | | |
|------------------|-----------------|-----------------|-------------|
| AUGUST | NOVEMBER | FEBRUARY | MAY |
| SEPTEMBER | DECEMBER | MARCH | JUNE |
| OCTOBER | JANUARY | APRIL | JULY |

LEGEND

- Q End of Quarter
- + Teacher Institute Days
- # School Improvement Days
- * Holiday
- Day of non-attendance for students
- Anticipated Window for Summer Programs
- () Schools closed—no salary paid

- // Schools closed—salary paid except as provided by budgetary action
- HSPT High School Parent-Teacher Conference Day (Report card pickup)
- ESPT Elementary Parent-Teacher Conference Day (Report card pickup)
- e Emergency day-school in session if student days fall below state requirement
- ◆ Each school is provided 2 professional development days
- ▲ School clerks begin working on Wednesday, August 23, 2017

*HOLIDAYS

| | | | |
|-----------------|----------------------|-------------|-----------------|
| September 4 | Labor Day | January 15 | M. L. King Day |
| October 9 | Columbus Day | February 19 | President's Day |
| November 23, 24 | Thanksgiving Holiday | May 28 | Memorial Day |

Please note: December 25 and January 1 are holidays for the district offices. **November 22 is a paid holiday for bargaining unit school-based staff for FY18 only.

NOTES:

- **SCHOOL CALENDAR**— School clerks begin on August 23, 2017. Teachers and Chicago Teacher's Union (CTU) – represented Paraprofessionals and School-Related Personnel (PSRPs) begin on August 28, 2017.
Other school-based employees begin between August 28, 2017 and September 5, 2017.
Students begin classes on Tuesday, September 5, 2017 and end on Monday, June 18, 2018. Both days are full days of school for students.
- **QUARTERS**— Each quarter ends on the following day:
Q1 ends November 2, 2017 Q3 ends April 12, 2018
Q2 ends February 1, 2018 Q4 ends June 18, 2018
- **PROGRESS REPORT DISTRIBUTION DAYS**— Schools will distribute progress reports on the following dates:
Q1 on October 6, 2017 Q3 on March 9, 2018
Q2 on January 8, 2018 Q4 on May 18, 2018
- **PARENT-TEACHER CONFERENCE DAYS**— Parents are asked to pickup report cards and conference with teachers after the first and third quarters. Parent-Teacher conference days are non-attendance days for students. Elementary and high schools are expected to run a Parent-Teacher Conference Day:
Elementary High School
Q1 on Wednesday, November 15, 2017 Q1 on Thursday, November 16, 2017
Q3 on Wednesday, April 18, 2018 Q3 on Thursday, April 19, 2018
- **REPORT CARD DISTRIBUTION DAYS**— Please note that report cards for the second and fourth quarters will be sent home:
Q2 on February 9, 2018 Q4 on June 18, 2018
- **TEACHER INSTITUTE DAYS**— Teacher institute days are non-attendance days for students. These days are approved by the State Superintendent of Instruction for teacher professional development. Teacher institute days are principal-directed for August 29-31, 2017; September 1, 2017 is teacher-directed. August 29, 2017 may be used flexibly across the year.
Days include: August 29, 2017; August 30, 2017; August 31, 2017 and September 1, 2017.
- **SCHOOL IMPROVEMENT DAYS**— School Improvement Days are non-attendance days for students and are for teachers and staff to review student data, plan instruction, and engage in development aligned to school priorities. They are principal-directed, except April 13, 2018 and June 19, 2018, which are teacher-directed.
Days include: November 3, 2017; February 2, 2018; April 13, 2018 and June 19, 2018.
- **PROFESSIONAL DEVELOPMENT DAYS**— Each school is provided 2 Professional Development Days: August 28, 2017 and June 20, 2018. Professional development days may be used flexibly across the year. They are principal directed.
- **VACATIONS**— Schools are closed for the following breaks:
Winter vacation— Schools are closed from December 25, 2017 to January 5, 2018.
Spring vacation— Schools are closed from March 26, 2018 to March 30, 2018.
- **GRADUATION DATES**— High school graduation ceremonies cannot be held prior to June 9, 2018. Elementary graduations ceremonies cannot be held prior to June 14, 2018.
- **ANTICIPATED SUMMER PROGRAMS**— Anticipated Summer Programs include Summer Bridge, Bilingual Bridge, English Language Summer Support, Extended School Year, Summer Acceleration and High School Summer Credit Recovery.

17-0426-AR1

DEBARMENT OF PLAYER SPORTS AND ANTHONY CHRONIS

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") permanently debar Player Sports and Anthony Chronis ("Respondents") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 12-00039, the Board's Chief Procurement Officer served Respondents with a Notice of Proposed Debarment on November 10, 2016, initiating a debarment proceeding against them, based upon Respondents' stringing purchases to avoid the \$10,000 per year per vendor limit, in violation of Board Rules 7-2 and 7-12, section 401.6(2)(e) of the Board's Policy Manual, the Illinois School Code (105 ILCS 5/34-8.1) and the Illinois Criminal Code (720 ILCS 5/33E-18), and failing to engage in the bidding process in violation of Board Rule 7-2. The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy) and recommends permanent debarment.

Based on the facts set forth in the record as defined in section 4.5(10) of the Policy, the Chief Administrative Officer recommends that the Board adopt the findings of the Inspector General and permanently debar Respondents from doing any business with the Board effective immediately. All existing contracts amongst the Board and Respondents are terminated. Respondents are also ineligible to act as subcontractors or suppliers to any existing or future Board contracts.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

FINANCIAL: None.

GENERAL CONDITIONS: None.

17-0426-PR1

AMEND BOARD REPORT 15-0325-PR1**AUTHORIZE NEW AGREEMENTS WITH ~~TWENTY-FIVE (25)~~ VARIOUS NOT-FOR-PROFIT ORGANIZATIONS FOR COMMUNITY SCHOOLS INITIATIVE (CSI) PARTNER AGENCY SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with ~~Twenty-Five (25)~~ Various Not-for-Profit Organizations (NFPs) to provide Community Schools Initiative (CSI) Partner Agency Services to all units at an estimated annual cost set forth in the Compensation Section of this report. The Not-for-Profit Organizations were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for the Not-for-Profit Organization's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Not-for-Profit Organizations prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Not-for-Profit Organization in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

This April 2017 amendment is necessary to add three (3) new NFPs (Loyola University Chicago (#26), New Life Centers of Chicagoland, NFP (#27) and Southwest Organizing Project (#28)) and to re-authorize agreements with three (3) NFPs (Communities In Schools of Chicago (#8), Enlace Chicago (#11) and Family Focus, Inc. (#12)) who resubmitted proposals to the Supplemental RFP issued. Written agreements for these six (6) NFPs' services are currently being negotiated. No services shall be provided by and no payment shall be made to any NFP prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each additional NFP in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the new agreements is stated below.

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280

USER INFORMATION :

Project 11371 - Student Support and Engagement
 Manager: 42 West Madison Street
 Chicago, IL 60602
 Ray, Miss Adeline O
 773-553-1766

TERM:

The term of each agreement authorized under the original Board Report shall commence on July 1, 2015 and shall end on June 30, 2020. Agreements with new NFPs authorized under supplemental RFPs shall commence upon execution and end on June 30, 2020. The agreements shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

The Not-for-profit organizations shall work with the community schools to fulfill the goals of the CPS Community Schools Initiative, including the following: (1) improve the physical, social and emotional well-being of participating students and (2) improve student academic development and performance. To accomplish these goals, each Partner School and its Lead Partner shall provide a safe, supervised environment within the school building for out-of-school time educational, cultural, and recreational activities tailored to meet the needs of high-risk students and their families. Adult family activities and services may take place during the regular school day. Student and family activities and services will be tailored to the needs specific to each school site as determined, in part, through the CSI Needs Assessment.

The Not-for-Profit organizations will be required to provide programs and services in the following categories: (1) academic programs for students, (2) health services and referrals for students and families, (3) social emotional learning and supports for students and families, (4) enrichment and recreational activities for students, and (5) family programming. The opportunities provided must align to the Illinois Common Core Standards, the school's Continuous Improvement Work Plan ("CIWP"), and the Illinois Social and Emotional Learning Standards where relevant. Students and their families shall be able to choose from a variety of recreational, cultural, and enrichment activities that provide opportunities to explore and develop skills, talents, and hobbies.

DELIVERABLES:

Not-for-profit organizations will provide services to the partner school(s) identified in each approved service plan. All services shall be provided in accordance with the budget approved by the CSI program manager. All deliverables required under a service plan shall be prepared in a form and content that aligns to the CSI strategy.

OUTCOMES:

Not-for-profit organizations will be assessed on the following nine (9) CSI factors essential for student achievement as well as the schools' ability to have a broader impact on the surrounding community:

1. Children are Ready to Enter School
2. Students Attend School Consistently
3. Students are Actively Involved in Learning and the Community
4. Schools are Engaged with Families and Communities
5. Families are Actively Involved in Children's Education
6. Students Succeed Academically
7. Students are Healthy Physically, Socially and Emotionally
8. Students Live and Learn in Stable and Supportive Environments
9. Communities are Desirable Places to Live

COMPENSATION:

The sum of payments to all not-for-profit organizations during the five (5) year term shall not exceed \$25,000,000 in the aggregate. From time to time, the Chief Officer of College and Career Success may reallocate funds among the not-for-profit organizations and change school assignments. Not-for-profit organizations shall be paid as invoices are submitted and verified by the school. Estimated annual costs are set forth below:

\$5,000,000 FY2016
 \$5,000,000 FY2017
 \$5,000,000 FY2018
 \$5,000,000 FY2019
 \$5,000,000 FY2020

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Office of College and Career Success to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to those vendors who operate as Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Multiple Funds, Multiple School Units

\$5,000,000 FY16

\$5,000,000 FY17

\$5,000,000 FY18

\$5,000,000 FY19

\$5,000,000 FY20

Not to exceed \$25,000,000 for the five year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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| <p>1) Vendor # 47733 AMERICA SCORES CHICAGO 600 W. CERMAK RD #204 CHICAGO, IL 60616 Brian Bullington 312 666-0496</p> | <p>6) Vendor # 25624 CHILDREN'S HOME & AID SOCIETY OF ILLINOIS 125 S. WACKER, 14TH FLOOR CHICAGO, IL 60606-4475 Patrick McPhelimy 312 455-5280</p> |
| <p>2) Vendor # 42703 BOYS & GIRLS CLUBS OF CHICAGO 1 550 W. VAN BUREN ST., SUITE 350 CHICAGO, IL 60607 Andres Alvear 312 235-8048</p> | <p>7) Vendor # 74997 COLUMBIA COLLEGE CHICAGO 600 S MICHIGAN AVE CHICAGO, IL 60605 David Flatley 312 369-8851</p> |
| <p>Note: Rescinded October 28, 2015</p> <p>3) Vendor # 39142 BRIGHTON PARK NEIGHBORHOOD COUNCIL 4477 S. ARCHER AVE. CHICAGO, IL 60632 Patrick Brosnan 773 523-7110</p> | <p>8) Vendor # 13374 COMMUNITIES IN SCHOOLS OF CHICAGO 815 W. VAN BUREN CHICAGO, IL 60607 Nora Garcia 312 829-2475</p> |
| <p>4) Vendor # 14221 BUILD, INC 5100 W. HARRISON CHICAGO, IL 60644 Alexis Hardy 773 227-2880</p> | <p>9) Vendor # 96666 DIME CHILD FOUNDATION 1130 SOUTH WABASH STE 500 CHICAGO, IL 60605 Wanita Taylor 312 461-0200</p> |
| <p>5) Vendor # 34824 CHANGING WORLDS 329 WEST 18 STREET, SUITE 506 CHICAGO, IL 60616 Nicole Cotto 312 421-8040</p> | <p>10) Vendor # 49937 DRIVEN AND EMPOWERED YOUTH INC. 3638 W GRAND AVE CHICAGO, IL 60651 Kelly Cirino 773 706-0630</p> |

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| <p>11) Vendor # 45510 ENLACE CHICAGO 2759 S. HARDING AVE CHICAGO, IL 60623 Katya Nuques 773 542-9233</p> <p>Note: Rescinded October 28, 2015</p> | <p>16) Vendor # 29483 NORTHEASTERN ILLINOIS UNIVERSITY 2 NEIU TEACHER CENTER CHICAGO, IL 60622-5972 Richard Rutschman 312 563-7150</p> |
| <p>12) Vendor # 48890 FAMILY FOCUS, INC. 310 S. PEORIA ST., SUITE 301 CHICAGO, IL 60607 Kimberly Kelly 312 421-5200</p> <p>Note: Rescinded October 28, 2015</p> | <p>17) Vendor # 96850 PHALANX FAMILY SERVICES 1201 WEST 115TH STREET CHICAGO, IL 60643 Laura Erving-Bailey 773 291-5600</p> |
| <p>13) Vendor # 27716 GADS HILL CENTER 1919 W. CULLERTON CHICAGO, IL 60608 Bryan Stokes 312 226-0963</p> | <p>18) Vendor # 68306 QUAD COMMUNITIES DEVELOPMENT CORPORATION 4659 SOUTH COTTAGE GROVE AVE., STE 204 CHICAGO, IL 60653 Scott Witherspoon 773 268-7232</p> |
| <p>14) Vendor # 24486 LOGAN SQUARE NEIGHBORHOOD ASSN 2840 N. MILWAUKEE AVENUE CHICAGO, IL 60618 Nancy Aardema 773 384-4370</p> | <p>19) Vendor # 34171 SGA YOUTH & FAMILY SERVICES, NFP 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Martha Guerrero 312 447-4323</p> |
| <p>15) Vendor # 46701 METROPOLITAN FAMILY SERVICES 7 1 NORTH DEARBORN-STE 1000 CHICAGO, IL 60602 Colleen Jones 312 986-4135</p> | <p>20) Vendor # 12392 UCAN 3605 W. FILLMORE STREET CHICAGO, IL 60624 Zack Schrantz 773 290-5804</p> |

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|---|--|
| <p>21) Vendor # 32189 URBAN GATEWAYS 205 WEST RANDOLPH ST., SUITE 1700 CHICAGO, IL 60606-1814 Eric Delli Bovi 312 922-0440</p> | <p>26) <u>Vendor # 14852</u> <u>LOYOLA UNIVERSITY CHICAGO</u> <u>820 N. MICHIGAN AVENUE</u> <u>CHICAGO, IL 60611</u> <u>Angelica Vaca</u> <u>312 915-6000</u></p> |
| <p>22) Vendor # 50134 URBAN INITIATIVES, INC. 650 WEST LAKE, #340 CHICAGO, IL 60661 Julie Chelovich 312 715-1763</p> | <p>27) <u>Vendor # 94620</u> <u>NEW LIFE CENTERS OF CHICAGOLAND</u> <u>NFP</u> <u>4101 WEST 51ST STREET</u> <u>CHICAGO, IL 60632</u> <u>Matt DeMateo</u> <u>773 838-9470</u></p> |
| <p>23) Vendor # 96305 WOODLAWN CHILDREN'S PROMISE COMMUNITY 6021 S LANGLEY #321 CHICAGO, IL 60637 Nina Longino 773 535-6876</p> | <p>28) <u>Vendor # 27486</u> <u>SOUTHWEST ORGANIZING PROJECT</u> <u>2558 W 63rd Street</u> <u>Chicago, IL 60629</u> <u>Chris Brown</u> <u>773 471-8208</u></p> |
| <p>24) Vendor # 30499 YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO DBA YMCA OF METROPOLITAN CHICAGO 1030 W. VAN BUREN ST CHICAGO, IL 60607 DaWana Williamson 312 440-2403</p> | |
| <p>25) Vendor # 11060 YOUTH GUIDANCE 1 NORTH LASALLE ST., #900 CHICAGO, IL 60602 Malika Graham-Bailey 312 404-3242</p> | |

Board Member Fr. Garanzini abstained on Board Report 17-0426-PR1.

17-0426-PR2

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CAREERS THROUGH CULINARY ARTS PROGRAM FOR EDUCATIONAL SERVICES TO CULINARY STUDENTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Careers Through Culinary Arts Program to provide culinary education services to CTE Culinary students at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Careers Through Culinary Arts Program during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280

VENDOR:

- 1) Vendor # 85537
CAREERS THROUGH CULINARY ARTS
PROGRAM
505 EIGHTH AVENUE, STE 1400
NEW YORK, NY 10018
- Eliza Loehr
212 974-7111

USER INFORMATION :

Project
Manager: 13725 - Early College and Career

42 West Madison Street

Chicago, IL 60602

Blackmon, Mr. David Robert

773-553-2108

PM Contact:

10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Mather, Mr. Alan Wesley

773-535-5100

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 14-0723-PR3) in the amount of \$325,500 is for a term commencing September 1, 2014 and ending August 31, 2017, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing on September 1, 2017 and ending on August 31, 2018.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

Vendor will continue to provide the following services at the request and direction of Chicago Public Schools, Department of College and Careers Success, Department of Early College and Career Education. Vendor will continue to provide professional development for culinary arts teachers, arrange for the donation of food and supplies from national sponsors, arrange for local chefs to be mentors, provide career and college advising, work with students to develop job readiness skills and acquire internships, and provide national scholarships donated to the organization.

DELIVERABLES:

Vendor will continue to provide: 1. Professional Development - Vendor will continue to offer at least one Professional Development Workshop for CPS culinary teachers and a Professional Development workshop for CPS Culinary Arts Tutors. 2. Food Donations - Vendor will continue to arrange for product donations by local and national sponsors to culinary classrooms. 3. Career Planning/Opportunity Creation and Cooking Competition/Scholarships - Vendor will continue to provide culinary arts college and career readiness assistance to students through chef mentors; food service industry presentations; campus-based events; competition application workshops/meetings and individual advisement; and a job readiness training sequence. 4. Tracking - Lifetime Placement and Advising Vendor competition finalists and students placed in jobs by Vendor may contact and use Vendor resources on a lifetime basis to maintain employment and seek career advancement in the industry. CPS will continue to assist vendor in their attempts to contact "lost" students. 5. Program Coordinator - Program Coordinator will continue to be responsible for facilitating all vendor program activities and administering the program. 6. Summer Programming - One (1) one-week summer program and at least One (1) five-day summer workshop will continue to be held over the summer. The one-week summer program will accommodate up to 25 students and the five-day summer workshop will host 25 students and no more than 30 total.

OUTCOMES:

Vendor's services will result in increased culinary arts teachers, culinary skills and content knowledge and enhance their instructional delivery. Students will have the opportunity to transition to post-secondary institutions with scholarships to help finance their education. Additionally, schools will receive assistance with offsetting food costs and relationships with community chefs. Emphasis will be placed on increasing work-based learning opportunities including: culinary career presentations, off-site chef events and demonstrations, job shadowing field trips, internships and jobs for culinary arts students.

COMPENSATION:

Vendor shall be paid during this option period as follows: Estimated annual costs for this option period are set forth below:

\$108,500 FY18

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief of

Office of College and Career Success to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 369, Early College & Career Education, Unit 13727

\$108,500.00, FY18

Not to exceed \$108,500 for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR3

**AUTHORIZE AMENDING THE AGREEMENT WITH DEAF COMMUNICATION BY INNOVATION, LLC
FOR SIGN LANGUAGE INTERPRETING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize amending the agreement with Deaf Communication by Innovation, LLC for additional sign language interpreting services provided to the district and increasing the compensation amount. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. The current agreement for Vendor's services (authorized by CPOR 16-1122-CPOR-1804) is in the amount of \$75,000. This amendment is to increase the compensation amount to \$250,000. A written amendment to the agreement is currently being negotiated. No payment above the previously authorized amount shall be made prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this amendment is stated below.

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280
CPOR Number : 16-1122-CPOR-1804

VENDOR:

- 1) Vendor # 18323
DEAF COMMUNICATION BY INNOVATION,
LLC
3711 N. RAVENSWOOD AVE., STE 144
CHICAGO, IL 60613
Robert Roenke
773 857-7709

For Profit: Raymond Rogers -55% Robert
Roenke -45%

USER INFORMATION :

Contact: 11610 - Diverse Learner Supports & Services
42 West Madison Street
Chicago, IL 60602
Monahan, Miss Julie Ann
773-553-3353

PM Contact: 11610 - Diverse Learner Supports & Services
42 West Madison Street
Chicago, IL 60602
Baccellieri, Mr. Patrick H
773-553-3353

TERM:

The agreement is for a term commencing on December 2, 2016 and ending August 23, 2019, with two (2) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor will provide interpreting services for students that require educational sign language interpreting per the IEP with assignments in buildings throughout the Chicago area. Interpreting will occur both within and outside of school hours depending on student need.

DELIVERABLES:

Vendor will provide on-site sign language interpreter services for multiple sites. Interpreters will have required credentials specific to student's needs.

OUTCOMES:

Vendor's services will result in students that are deaf or hard of hearing in getting the required IEP services provided by a sign language interpreter.

COMPENSATION:

Vendor shall be paid as follows:
Estimated annual costs for the 32 month term are set forth below:

\$100,000 FY17
\$75,000 FY18
\$75,000 FY19

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written amendment. Authorize the President and Secretary to execute the amendment. Authorize Chief Officer of Diverse Supports and Services to execute all ancillary documents required to administer or effectuate the agreement and amendment.

AFFIRMATIVE ACTION:

The Office of Business Diversity recommends that a full waiver of the goals, required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due the scope of services not being further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 114, Diverse Learner Supports Services, Unit 11610

\$100,000 FY17
\$75,000 FY18
\$75,000 FY19

Not to exceed \$250,000 for the 32 month term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR4

**AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR
NON-PUBLIC SCHOOL FACILITIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with various Vendors to provide special education and related services to Chicago Public Schools students with disabilities at Non-Public School Facilities for the Office of Diverse Learner Supports and Services. The cost for these services is authorized under a separate Board Resolution (adopted April 26, 2017) authorizing payments to State approved, non-public facilities for students with disabilities. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 14-350007

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280

USER INFORMATION :

Project
Manager: 11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Kubalanza, Mr. Ronald J.

773-553-2759

PM Contact:

11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Baccellieri, Mr. Patrick H

773-553-1685

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 15-0624-PR8) are for a term commencing July 1, 2015 and ending June 30, 2017, with the Board having three (3) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018

OPTION PERIODS REMAINING:

There are two (2) option periods for one (1) year each remaining.

SCOPE OF SERVICES:

The Vendors will continue to provide special education services to students with disabilities. These services will include providing age-appropriate Individualized Education Program (IEP) mandated instructional and related services, programming to prepare students for their successful and timely reintegrations to a school with their non-disabled peers, and the development of appropriate Individualized Education Programs (IEP). These services will include the administration of appropriate assessments and maintaining progress data and attendance records. In addition, these Vendors will continue to work with Board schools, community agencies, and family groups to build more effective networks of support services and advance least restrictive environment to the students.

DELIVERABLES:

Vendors will continue to furnish age-appropriate programs, related services, tests, progress notes, progress data, HSMP reports, and other reports required by the Office of Diverse Learner Supports and Services.

OUTCOMES:

Services provided by the Non-Public Contract School Vendors will continue enable the Board to achieve the following: 1. Increase the number of students with disabilities who are reintegrated into public schools. 2. Establish coordinated, innovative practices between the public schools and the Non-Public Contract School Vendors to: (a) reduce the referral rate of special education students to Nonpublic Schools; (b) maximize available support services for students and their families; (c) facilitate the transition of Nonpublic School students and their families and eventually returning the students to the public schools. 3. Increase the progress of students with disabilities on IEP goals, overall academic indicators, and behavioral indicators.

COMPENSATION:

Vendors shall be paid as specified in their respective agreement. The total payments to all Vendors shall not exceed the amount authorized in the April 26, 2017 Board Resolution authorizing payments to non-public facilities. The amount authorized in that Resolution is an aggregate amount for all non-public facilities authorized in this report and the Resolution for the one (1) year renewal term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Officer of the Office of Diverse Learner Supports and Services to execute all ancillary documents required to administer or effectuate this option.

AFFIRMATIVE ACTION:

Tuition payments are exempt from M/WBE goals. Therefore, M/WBE goals are not applicable for this contract.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 114, Office of Diverse Learner Supports and Services, Unit #11674
Vendors shall be paid from another authorized board report.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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| <p>1) Vendor # 31488</p> <p>BEACON THERAPEUTIC SCHOOL M 10650 S LONGWOOD CHICAGO, IL 60643</p> <p>Susan Reyna 773 298-1243</p> <p>Ownership: Non-Profit</p> | <p>4) Vendor # 39644</p> <p>LAWRENCE HALL YOUTH SERVICES 1 2737 W. PETERSON CHICAGO, IL 60659</p> <p>Victoria Hicks 773 728-2807</p> <p>Ownership: Non-Profit</p> |
| <p>2) Vendor # 32997</p> <p>ESPERANZA COMMUNITY SERVICES M 520 N MARSHFIELD CHICAGO, IL 60622</p> <p>Joy Decker 312 243-6097</p> <p>Ownership: Non-Profit</p> | <p>5) Vendor # 94937</p> <p>SPECIAL EDUCATION SERVICES DBA HILLSIDE ACADEMY EAST CAMPUS 3049 WEST HARRISON CHICAGO, IL 60612</p> <p>Kenneth Carwell 630 907-2400</p> <p>Ownership: Non-Profit</p> |
| <p>3) Vendor # 67060</p> <p>JEWISH CHILD AND FAMILY SERVICES 216 WEST JACKSON BLVD., STE 800 CHICAGO, IL 60606</p> <p>Howard Sitron 773 467-3902</p> <p>Ownership: Non-Profit</p> | <p>6) Vendor # 12392</p> <p>UCAN 3605 W. FILLMORE STREET CHICAGO, IL 60624</p> <p>Zack Schrantz 773 290-5804</p> <p>Ownership: Non-Profit</p> |

17-0426-PR5

**AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR
SUPPLEMENTAL SCHOOL BASED THERAPY SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with various vendors to provide School Based Therapy to all schools at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 15-350024

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280

VENDOR:

- 1) Vendor # 98770
- EBS HEALTHCARE SERVICES, INC DBA
EDUCATIONAL BASED SERVICES
27 NORTH WACKER DR.
CHICAGO, IL 60606
- John Gumpert
800 578-7906
- Ownership: Mark Stubits-100%

- 2) Vendor # 16226
RCM Technologies USA Inc.
2500 MCCLELLAN AVE.
PENNSAUKEN, NJ 08109
- Michael Saks
917 286-5150
- Ownership: Irs Partners #19 Lp C/O Legion
Partners Asset Mgmt-13.1%

- 3) Vendor # 16235
The Futures HealthCore LLC
136 William Street
Springfield, MA 01105
- Brian Edwards
800 218-9280
- Ownership: Limited Liability Dr. Peter
Bittel-50%, Dr. Erin Edwards-50%

USER INFORMATION :

Project
Manager: 11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Adamowski, Mr. Anthony Michael

773-553-6624

PM Contact: 11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Baccellieri, Mr. Patrick H

773-553-1685

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 15-0624-PR7) in the amount of \$10,000,000 are for a term commencing on July 1, 2015 and ending June 30, 2017, with the Board having two (2) option(s) to renew for two (2) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for two (2) years commencing July 1, 2017 and ending June 30, 2019.

OPTION PERIODS REMAINING:

There is one (1) option period for two (2) years remaining.

SCOPE OF SERVICES:

Vendors will continue to provide supplemental staffing utilizing agency staff to cover the medical needs of students. Student needs vary, so CPS needs the flexibility to reassign and redeploy related service providers (RSPs) to schools.

DELIVERABLES:

Vendors will continue to provide consistent and reliable RSP staffing to any school that they are deployed. These RSPs will be fully trained to serve the diverse therapy needs of students. The selected vendors will also help CPS find, recruit and hire these hard to fill positions to ensure the district has proper staffing coverage.

OUTCOMES:

Vendors' services will result in better quality of care in a fiscally responsible way. By Vendors executing the scope of work with excellence, CPS should realize both of these desired outcomes.

COMPENSATION:

Vendors shall be paid an hourly rate. Estimated annual aggregate costs for all Vendors for the two (2) year term are set forth below:
\$1,700,000 FY18
\$1,700,000 FY19

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief of Diverse Learners Supports and Services to execute all ancillary documents required to administer or effectuate this option.

AFFIRMATIVE ACTION:

The Office of Business Diversity recommends that a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due the scope of services not being further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 114, Office of Diverse Learner Supports and Services, Unit #11675

\$1,700,000 FY18

\$1,700,000 FY19

Not to exceed \$3,400,000 for the two (2) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR6

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH NATIONAL CHARTER SCHOOLS
INSTITUTE FOR A SCHOOL OVERSIGHT SYSTEM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with National Charter Schools Institute to provide a web-based school oversight system, to Office of Innovation and Incubation at an annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to National Charter Schools Institute during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 16-0613-Cpor-1773

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280

VENDOR:

- 1) Vendor # 17400
National Charter Schools Institute
711 W. PICKARD ST. STE M
MT. PLEASANT, MI 48858

Jackie Mullikin
989 317-3510

Ownership: Non Profit

USER INFORMATION :

Project
Manager: 13610 - Innovation and Incubation

42 West Madison Street

Chicago, IL 60602

Bradley, Ms. Mary

773-553-2511

PM Contact: 11110 - Network Support

42 West Madison Street

Chicago, IL 60602

Kirby, Miss Elizabeth Anne

773-553-3026

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 16-0622-PR3) in the amount of \$150,000 is for a term commencing November 22, 2016 and ending June 30, 2017, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing July 1, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There is 1 option period for 1 year remaining.

SCOPE OF SERVICES:

The vendor will continue to provide a web-based school oversight system, Epicenter, to the Office of Innovation and Incubation. Epicenter will monitor school contractual and legal oversight for all charter and contract schools and alternative learning opportunity programs. Epicenter will follow the Office of Innovation and Incubation master calendar for school reporting and will collect and monitor the submission of all school management, legally required and financial documents. Epicenter will store all submitted documents, track updates to school and board contact information, streamline authorization processes and generate up to date dashboards and reports on completion and submission of all legally requested documents and financial status according to financial metrics of contractual expectations.

DELIVERABLES:

The vendor will continue to provide a web-based school oversight system, Epicenter, training for Office of Innovation and Incubation staff, schools and school board members and ongoing technical support for Epicenter.

OUTCOMES:

Vendor's services will continue to result in the efficiency and information needed that allows staff to focus on quality and ensuring the district fulfills its responsibilities as a school authorizer. This system will process applications, manage compliance, automate workflow and evaluate school performance.

COMPENSATION:

Vendor shall be paid during this option period as specified in the agreement; estimated annual costs for this option period are set forth below:

\$150,000 FY18

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief of School Strategy and Planning to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a not-for-profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115; Innovation and Incubation; Unit 13610
\$150,000.00, FY18
Not to exceed \$150,000.00 for the 1 year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR7

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NORTHWEST EVALUATION
ASSOCIATION FOR ADAPTIVE GROWTH ASSESSMENT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Northwest Evaluation Association (NWEA) to provide adaptive growth assessment at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

The extension of this agreement was presented to the Single/Sole Source Committee on March 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on March 7, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter.

Contract Administrator : Janus, Ms. Rene / 773-553-2280

VENDOR:

- 1) Vendor # 43763
NORTHWEST EVALUATION
ASSOCIATION
121 NW EVERETT STREET
PORTLAND, OR 97209

Molly Held
503 624-1951

Ownership: Not For Profit

USER INFORMATION :

Contact:
10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Mcdade, Miss Latanya Danett
773-553-1216

Project
Manager: 11210 - Assessment
42 West Madison Street
Chicago, IL 60602
Leonard, Mr. Peter J.
773-553-2430

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0222-PR3 as amended by 13-0123-PR1) in the amount of \$5,000,000 was for a term commencing March 1, 2012 and ending June 30, 2013, with the Board having three (3) options to renew for periods of one (1) year each. The agreement was renewed (authorized by Board Report 13-0626-PR1) in the amount of \$4,000,000 for a term commencing July 1, 2013 and ending June 30, 2014. The agreement was renewed for a second time (authorized by Board Report 14-0625-PR3) in the amount of \$3,500,000 for a term commencing on July 1, 2014 and ending June 30, 2015. The agreement was renewed for a third time (authorized by Board Report 15-0722-PR1) in the amount of \$3,100,000 for a term commencing on July 1, 2015 and ending June 30, 2016. The agreement was subsequently extended (authorized by Board Report 16-0525-PR4) in the amount of \$2,200,000 for a term commencing on July 1, 2016 and ending June 30, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

EXTENSION PERIOD:

The term of this agreement is being extended for one (1) year commencing July 1, 2017 and ending June 30, 2018.

SCOPE OF SERVICES:

Vendor will continue to provide assessments, reporting tools, professional development, consulting services, and implementation support for a computer-based adaptive assessment that will provide data that can be used to improve instruction and measure student learning growth. Additional services provided may include, but are not necessarily limited to, technical support, project management, and problem resolution, training, technology support and guidance from content and measurement experts. This program serves students in kindergarten through grade 8.

USE OF SOFTWARE: The Board will use the software to administer multiple assessments each year in reading, mathematics, and science. Online student result reports will be immediately available upon the conclusion of testing. The system will provide web-based analytic and reporting tools that are easy to use and intuitive for users at all technical skill levels. Vendor will provide, and Board staff shall have access to, in-person and online professional development and training opportunities to learn the concepts and practices necessary to administer the assessment and apply its results to instruction.

DELIVERABLES:

Vendor will continue to install the system at all participating schools and train all Board-identified users in the administration and use of the assessments.

OUTCOMES:

The Board will have the ability to administer multiple assessments per year in reading, mathematics and science, and to accurately measure student learning growth on the basis of these administrations. Performance measures may include, but are not necessarily limited to: 1) percent of project milestones met, 2) percent of teachers administering the assessment, 3) utilization rate of reports, and 4) percent of users satisfied with the system.

COMPENSATION:

Vendor shall be paid during this extension period in accordance with the prices contained in the extension agreement. Estimated annual costs for this extension period are set forth below:
\$2,200,000.00, FY18

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize Chief of Teaching & Learning to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

NWEA is a non-profit organization and therefore the district's M/WBE goal requirements do not apply.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Student Assessment, Unit 10810
\$2,200,000.00 FY18
Not to exceed \$2,200,000.00 for the one (1) one year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR8

**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR ONLINE DATABASE
SUBSCRIPTION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide online database resource subscription services to the Department of Literacy of the Chicago Public Schools at an estimated annual cost set forth in the Compensation Section of this report. The agreements were awarded on a competitive basis pursuant to Board Rule 7-2. Written agreements for each vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to execution of their respective written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Contract Administrator : Janus, Ms. Rene / 773-553-2280
CPOR Number : 17-0320-CPOR-1824

VENDOR:

- 1) Vendor # 63346
CENGAGE LEARNING
10650 TOEBBEN DR
INDEPENDENCE, KY 41051

Kira Prince
800 354-9706

Ownership: Cengage Learning Acquisitions
Inc-100%

- 2) Vendor # 12542
ENCYCLOPAEDIA BRITANNICA
331 N. LASALLE ST.
CHICAGO, IL 60654

Mabel G. Mannion
312 347-7205

Ownership: Encyclopaedia Britannica
Holdings-100%

- 3) Vendor # 12618
TEACHINGBOOKS.NET LLC
2712 Marshall Court, Suite 1
MADISON, WI 53703

Nick Glass
608 257-2919

Ownership: Nick Glass-100%

USER INFORMATION :

Contact: 10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Mcdade, Miss Latanya Danett
773-553-1216

Project Manager: 13700 - Literacy
501 West 35th Street
Chicago, IL 60616
Perez, Miss Lisa Elaine
773 553-6212

TERM:

The term of each agreement shall commence July 1, 2017 and shall end June 30, 2018. The agreements shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

Each of the vendors below shall provide access to the identified resources. Vendors will ensure that all students and teachers have 24 hours a day and 7 days a week access to the subscription sites. Vendors will assign a representative who will field both phone calls and email requests from CPS for technical assistance.

Encyclopaedia Britannica will provide the following services:

1. Unlimited on-site and remote access to Britannica Online School Edition and Spanish Reference Center;

Cengage Learning will provide the following service:

1. Unlimited on-site and remote access to the Student Resources InContext, Research InContext, Kids InfoBits, US History InContext, and World History InContext.

Teachingbooks.net will provide access to the following service:

1. Access to the Teachingbooks.net author information database.

DELIVERABLES:

Vendors will provide 24 hour and 7 day access to their respective database content as described above and will also provide monthly usage reports detailing the site usage per school and district-wide.

OUTCOMES:

Vendor's services will result in access to noted databases to improve student achievement by providing access to a rich collection of text, video and audio content. Formats include full-text magazines, newspapers, podcasts, and reference books that are relevant to current events, the arts, science, popular culture, health, people, government, history, sports and more. The databases successfully support the Chicago Public Schools curriculum, support effective teaching using technology, and help students develop the information retrieval and processing skills that are required for students to be college and career ready.

COMPENSATION:

The maximum compensation during the term of the agreement for each vendor is as follows:

Britannica (K-12 Encyclopaedia & Spanish Encyclopaedia) - \$57,750.00
Cengage Learning (Gen K-12 Reference) - \$67,500.00
Cengage Learning (History) - \$43,200.00
Teachingbooks.net (Author websites, video interviews, book lists, and biographical information) \$8,659.27
Total compensation for all vendors not to exceed the sum of \$177,109.27

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief of Teaching and Learning to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from MBE/WBE review as payments made are for software license fees.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 324 and Fund 115
Teaching and Learning, Unit 10810
\$177,109.27, FY18

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR9

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CIC ENERGY CONSULTING, LLC FOR
EXTERNAL ENERGY FUNDING ACQUISITION CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with CIC Energy Consulting, LLC to provide external energy funding acquisition consulting services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to CIC Energy Consulting, LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280
CPOR Number : 17-0331-CPOR-1832

VENDOR:

- 1) Vendor # 99776
CIC ENERGY CONSULTING LLC
150 SOUTH WACKER DRIVE
CHICAGO, IL 60606

Ken Anno
312 466-0500

Ownership: Ken Anno - 78.53%; Will
Bannister - 6.71%; Steven Potter-6.75%;
Brad Baumgarten - 6.71% And Dave
Myszkowski - 1.34%

USER INFORMATION :

Project
Manager: 11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Williams, Mr. Christopher B

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-1028-PR11) in the amount of \$250,000 is for a term commencing May 17, 2016 and ending May 16, 2017, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. Cost for each option shall not exceed \$250,000 and shall be paid pursuant to receiving approval of a Key Account grant from the Illinois Department of Commerce and Economic Opportunity (IL DCEO) each fiscal year.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing May 17, 2017 and ending May 16, 2018.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

CIC Energy will continue to partner with CPS' Department of Facilities to identify all possible external energy efficiency funding opportunities that will help CPS maximize its outside funding and reduce its overall cost. The services will include the following for approximately 150-200 projects: review of existing scopes and specifications, collection of required documentation and data necessary for IL DCEO application submittal, completion of required quarterly financial and progress reports for each project, development of audit methodology to present data to IL DCEO, identification of estimated energy savings per IL DCEO requirements, and on site walkthroughs.

DELIVERABLES:

CIC Energy will continue to assist in securing an estimated \$1-4 million in grant incentives available in existing Capital and Asset projects. CIC Energy will provide quarterly financial and project progress reports identifying the following:

- Total number of potential energy efficiency project candidates
- Total possible grant values available for each project
- Total energy savings for each energy efficiency grant submitted
- Total number of grant applications submitted to date
- Status of applications submitted

OUTCOMES:

Vendor's services will continue to provide CPS with the necessary resources to identify energy efficiency rebate dollars from existing CPS projects with no out of pocket expense to CPS. With the award of the FY16 IL DCEO Key Accounts grant CPS now has the opportunity to secure up to \$4.5 million in additional cost savings through existing Capital and Asset construction projects.

COMPENSATION:

Vendor shall be paid during this option period as follows: 7.5% of all external revenue (grants/rebates) they are able to secure for CPS in FY16, not to exceed the sum of \$250,000. CIC Energy will be paid after CPS has received the revenue from IL DCEO for each project.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Administrative Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Due to the nature of this contract, the M/WBE provisions of the Program do not apply to this CPOR.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: IL DCEO grant
Parent Unit: 11880
FY17, FY18 Not to exceed \$250,000
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR10

AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH JOHNSON RESEARCH GROUP, INC. TO PROVIDE CONSULTING SERVICES ON TAX INCREMENT FINANCING FUNDING (TIF) FOR THE CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreement with Johnson Research Group, Inc. to provide consulting services on tax increment financing funding (TIF) for the capital improvement program for the Department of Facilities at an estimated annual cost forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to the Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280
CPOR Number : 17-0330-CPOR-1828

VENDOR:

- 1) Vendor # 30433
JOHNSON RESEARCH GROUP, INC.
343 S. DEARBORN STREET
CHICAGO, IL 60604

Ann Moroney
312 235-0130

Ownership: Ann Moroney - 100%

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-0422-PR4) in the amount of \$200,000 was for a term commencing June 25, 2015 and ending June 24, 2016, with the Board having two (2) options to renew for one (1) year terms. The first renewal Agreement (authorized by Board Report 16-0323-PR6) in the amount \$180,000 was for a term commencing June 25, 2016 and ending June 24, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing June 25, 2017 and ending June 24, 2018.

OPTION PERIODS REMAINING:

There are no more options remaining.

SCOPE OF SERVICES:

Vendor will continue to serve as a special advisor to the Chief Financial Officer to develop a strategy with the Chicago Department of Planning and Development and the Chicago Department of Finance on tax increment financial (TIF) initiatives to support the Modern Schools Across Chicago Program and other Capital Improvement Program initiatives. Vendor will focus on preparing detailed financial analyses of available TIF revenues for each TIF district, assessing TIF funding strategies, negotiating financial commitments with the City, reviewing appropriate school sites for TIF eligibility, consulting on written agreements with the City to formalize a revenue stream for funding of the Capital Improvement Program,

and supporting the issuance of bonds from TIF revenues. Vendor will also develop strategies and mechanisms needed to coordinate aspects of the program, advise the Chief Financial Officer on alternative TIF strategies, present creative approaches for additional funding opportunities, and provide long range planning assistance to the Chief Financial Officer. Vendor will also conduct financial feasibility studies in specific TIF districts to verify future projections of available tax increment revenues as necessary.

DELIVERABLES:

Vendor will continue to provide the following deliverables: monthly project reports, database of TIF revenues and potential revenue opportunities from existing TIF districts, a database of schools in or adjacent to TIF's, an updated funding matrix for the Modern Schools Across Chicago Program and other TIF agreements, feasibility analyses, and strategic planning documents, all as requested by the Chief Financial Officer.

OUTCOMES:

Vendor's services will result in revenue for the Capital Improvement Program over the next year, to help build new schools and additions and undertake major renovations. To date, the vendor has helped negotiate \$800 million in intergovernmental agreements with the City of Chicago to fund new schools from TIF revenues and anticipates negotiating additional funding to complete the Modern Schools Across Chicago Program and other new initiatives.

COMPENSATION:

Vendor shall be paid as specified in the renewal agreement. Estimated annual costs for the one (1) year option period are set forth below:

\$180,000, FY17-18, which amount is inclusive of all reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: report preparation expenses, and copying charges agreed to in advance by the Chief Financial Officer. The total compensation amount reflected above is inclusive of all reimbursable expenses.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Financial Officer and Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program) in Goods and Services Contracts, the MBE/WBE goals for this agreement are 30% MBE and 7% WBE participation. This contract is in full compliance of the requirements and the Prime is 100% WBE.

Vendor has committed to utilizing:

MBE

Ernest Sawyer Enterprises Inc.
100 North LaSalle St., Ste. #1515
Chicago, IL 60602

Print Xpress
311 South Wacker Drive
Chicago, IL 60606

WBE

Johnson Research Group, Inc.
343 S. Dearborn St.
Chicago, IL 60604

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds
Facilities and Operations, Unit # 12150
\$180,000, FY17-18
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR11

REPORT ON THE AWARD OF CONSTRUCTION CONTRACTS AND CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$2,683,314.80 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$254,999.72 as listed in the attached April Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484, 485 & 486 will be used for all Change Orders (April Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Appendix A
April 2017

| SCHOOL | CONTRACTOR | CONTRACT # | CONTRACT METHOD | CONTRACT AWARD | AWARD DATE | ANTICIPATED COMPLETION DATE | FISCAL YEAR | AFFIRM. ACTION | H | A | WBE | PROJECT SCOPE AND NOTES | REASONS FOR PROJECT |
|------------------------------|------------|------------|-----------------|----------------|------------|-----------------------------|-------------|----------------|----|---|-----|--|---------------------|
| Durkin Park | KR Miller | 3265518 | JOC | \$ 68,764.13 | 2/28/2017 | 5/31/2017 | 2017 | AA | | | | The scope of work at Durkin Park is to investigate, design and repair a radiant floor leak discovered recently. This is an emergency JOC job due to the lack of heat in the impacted areas and constant loss of water from the HW boiler system. The repair work requires that the radiant floor heat piping be abandoned and the heat for the two rooms it serves will be replaced by cabinet heaters and fin tube heating. | 1 |
| Ilope | All-Bry | 3265516 | JOC | \$ 35,550.67 | 2/28/2017 | 5/31/2017 | 2017 | N/A | | | | The scope of work is to provide emergency work to locate water leak on water service feeder pipe. Scope also includes an investigation of a secondary leak at the parkway. | 1 |
| Alcott - STX Package 1 | All-Bry | 3260832 | GC | \$ 305,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 30 | 0 | 0 | 5 | The scope of work is to demolish the top portion of the chimney, repair remaining masonry, and install stainless steel liner. | 8 |
| Manierre - STX Package 1 | All-Bry | 3260833 | GC | \$ 299,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 30 | 0 | 0 | 5 | The scope of work is to demolish the top portion of the chimney, repair remaining masonry, and install stainless steel liner. | 8 |
| McCormick - STX Package 1 | All-Bry | 3260834 | GC | \$ 292,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 26 | 0 | 0 | 5 | The scope of work is to demolish chimney to roof level, repair remaining masonry, provide new concrete chimney cap, re-route exhaust work through roof. | 8 |
| Sumner - STX Package 1 | All-Bry | 3260836 | GC | \$ 135,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 26 | 0 | 0 | 5 | The scope of work is to demolish chimney to roof level, repair remaining masonry, provide new concrete chimney cap, re-route exhaust work through roof. | 8 |
| Dubois - NPL Package 1 | All-Bry | 3261635 | GC | \$ 212,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |
| Joplin - NPL Package 1 | All-Bry | 3261636 | GC | \$ 215,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |
| King - NPL Package 1 | All-Bry | 3261637 | GC | \$ 210,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |
| La Vizio - NPL Package 1 | All-Bry | 3261641 | GC | \$ 211,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |
| Mount Vernon - NPL Package 1 | All-Bry | 3261646 | GC | \$ 230,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |
| Randolph - NPL Package 1 | All-Bry | 3261878 | GC | \$ 249,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |
| Wentworth - NPL Package 1 | All-Bry | 3262079 | GC | \$ 221,000.00 | 2/24/2017 | 7/31/2017 | 2017 | 0 | 27 | 0 | 35 | The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb. | 8 |

\$ 2,683,314.80

- Reasons:
1. Safety
 2. Code Compliance
 3. Fire Code Violations
 4. Deteriorated Exterior Conditions
 5. Priority Mechanical Needs
 6. ADA Compliance
 7. Support for Educational Portfolio Strategy
 8. Support for other District Initiatives
 9. External Funding Provided

CPS

April 2017

Chicago Public Schools
Capital Improvement Program3/14/17
Page 1 of 1These change order approval cycles range from
02/01/2017 to 02/28/2017

CHANGE ORDER LOG

| School | Vendor | Project Number | Original Contract Amount | Number of Change Orders | Total Change Orders | Revised Contract Amount | Total % of Contract | Oracle PO Number | Board Rpt Number |
|--|----------|--|--------------------------|-------------------------|---------------------|-----------------------------|---------------------|-------------------|------------------|
| Jose De Diego Community Academy | | | | | | | | | |
| 2016 De Diego MCR 2016-31261-MCR | | | | | | | | | |
| Madison Construction Company | | | | | | | | | |
| Change Date | App Date | Change Order Descriptions | | | | | | | |
| 02/09/17 | 02/13/17 | Contractor to provide labor and material to remove and rebuild the top three wythes of the masonry wall and outer middle masonry wythes to accommodate new roofing system. | \$10,940,540.00 | 33 | \$477,328.72 | \$11,417,868.72 | 4.36% | 3093138 / 3118027 | \$81,200.12 |
| 02/09/17 | 02/13/17 | Contractor to provide labor and material to remove select coping, remove inner wythe masonry and re-build with new masonry and re-install salvageable coping materials with new anchors. | | | | | | | \$184,118.85 |
| 02/13/17 | 02/14/17 | Contractor to provide labor and material to remove and re-build existing deteriorated masonry required to accommodate new roofing system and protective metal. | | | | | | | \$7,146.75 |
| | | | | | | Project Total: \$272,465.72 | | | |
| Gately Stadium | | | | | | | | | |
| 2011 Gately Stadium UAF 2011-68100-UAF | | | | | | | | | |
| Chicago Commercial Contractors, LLC | | | | | | | | | |
| Change Date | App Date | Change Order Descriptions | | | | | | | |
| 02/09/17 | 02/10/17 | Final allowance credit to close out project | \$3,280,205.63 | 6 | \$19,861.96 | \$3,300,067.59 | 0.61% | 2163070 | -\$17,466.00 |
| | | | | | | Project Total: -\$17,466.00 | | | |

Total Change Orders for this Period \$254,999.72

The following change orders have been approved and are being reported to the Board in arrears.

17-0426-PR12

**AUTHORIZE NEW AGREEMENTS WITH BOTTLING GROUP LLC DBA PEPSI BEVERAGES
COMPANY AND GLOBAL VENDING SERVICE LLC FOR BEVERAGE AND SNACK VENDING
SERVICES AND CATEGORY SPONSORSHIP RIGHTS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Bottling Group LLC DBA Pepsi Beverages Company to provide beverage vending services and Global Vending Service LLC to provide snack vending services for the Departments of Nutrition Support Services and External Affairs and Partnerships. These will be revenue generating contracts where the Vendors will pay the Board a commission on all vending sales. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 16-350060

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 18430
BOTTLING GROUP LLC DBA PEPSI
BEVERAGES COMPANY
1400 W. 35TH STREET
SOMERS, NY 10589
Luke Schafer
847 598-2739
Ownership: Pepsico, Inc - 100%

- 2) Vendor # 18428
GLOBAL VENDING SERVICE LLC
3599 23RD A S STE 5
LAKEWORTH, FL 33461
Sherri Holstein
877 499-8363
Ownership: Sherri Holstein - 100%

USER INFORMATION:

Project
Manager: 12010 - Nutrition Support Services
42 West Madison Street
Chicago, IL 60602
Fowler, Mrs. Leslie A.
773-553-2833

TERM:

The term of each agreement shall commence on July 1, 2017 and shall end on June 30, 2023. The agreements shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

Bottling Group LLC DBA Pepsi Beverages Company will provide a minimum of one vending machine for beverages in every CPS school and administrative office. Global Vending Service LLC will provide a minimum of one vending machine for snacks in every CPS high school. Elementary school students will only have beverage vending machines available to them, but both beverage and snack vending machines can be available in staff-only areas of the elementary schools. Beverages and snacks in the machines will meet federal and district nutrition wellness guidelines. Vendors will maintain and stock the vending machines on a regular basis. Sponsorship rights for the beverage category will also be given to Bottling Group LLC DBA Pepsi Beverages Company.

DELIVERABLES:

Vendors will install vending machines in the schools and provide all maintenance and stocking of the machines. Vendors will also provide reporting documents on the sales data from all of the vending machines.

OUTCOMES:

Vendors' services will result in revenues generated from the sales commissions that will be given to the schools and to the elementary sports programs. The vending machine commission rates will be consistent for all of the schools as a result of these contracts.

COMPENSATION:

Vendors shall pay the Board a commission percentage on the annual vending sales as stated in their respective contracts.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Executive Director of Nutrition Support Services to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MWBE goals are 30% MBE and 7% WBE. Note: Global Vending Services is 100% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

These contracts will generate revenue.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR13

AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH AUTOCLEAR, LLC FOR THE PURCHASE OF PORTABLE X-RAY MACHINES AND RELATED INSTALLATION, MAINTENANCE AND TRAINING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with AutoClear, LLC to provide portable x-ray machines and related installation, maintenance and training services for the Office of School Safety and Security, schools, central office and network offices at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 12-250061

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 94637
AUTOCLEAR, LLC
2 GARDNER RD.
FAIRFIELD, NJ 07004

Gregory Schaefer
847 540-7266

Ownership: G. Todd Conway - 12%

USER INFORMATION :

Project
Manager: 10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Chou, Mrs. Jadine P.

773-553-3044

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 13-0227-PR17) in the amount of \$1,280,750.00 was for a term commencing March 8, 2013 and ending March 7, 2015, with the Board having three (3) options to renew for one (1) year terms. The first renewal agreement (authorized by Board Report 14-0625-PR36) in the amount of \$600,000.00 was for a term commencing March 8, 2015 and ending June 30, 2016. The second renewal agreement (authorized by Board Report 16-0727-PR10) in the amount of \$300,000.00 was for a term commencing July 1, 2016 and ending June 30, 2017. Vendor was selected on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide the following goods: Auto-clear X-Ray Scanner Model HI-SCAN 5333a-90.

DELIVERABLES:

Vendor will continue to provide high quality portable x-ray machines for the Board.

OUTCOMES:

This purchase will result in a safer teaching and learning environment for employees and students.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; not-to-exceed the sum of \$300,000.00 for the one (1) year term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief of Safety and Security to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the scope of services for this contract is not further divisible. Therefore the Office of Business Diversity is recommending a full waiver for this contract.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds or Fund 210
Office of School Safety and Security, 10610
\$300,000.00 FY18

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR14

AUTHORIZE THE FINAL RENEWAL AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SAFE PASSAGE SERVICES FOR DESIGNATED NEIGHBORHOODS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreements with various vendors to provide Safe Passage services in designated neighborhoods for the Office of Safety and Security at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during this option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 15-350018

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

USER INFORMATION :

Project
Manager: 10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Chou, Mrs. Jadine P.

773-553-3044

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 15-0624-PR25) in the amount of \$17,800,000.00 were for a term commencing August 1, 2015 and ending July 31, 2016, with the Board having two (2) options to renew for one (1) year terms. The first renewal agreements (authorized by Board Report 16-0427-PR16) in the amount of \$17,800,000.00 are for a term commencing August 1, 2016 and ending July 31, 2017. The original Agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for one (1) year commencing August 1, 2017 and ending July 31, 2018.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and
2. Create a safe, secure school environment to support school academic performance.

To achieve these goals, the Board has outlined the Safe Passage program to help ensure safe student travel. The Vendors will continue to provide the following Safe Passage Services:

Community Watchers: Vendors will continue to deploy Safe Passage staff ("Community Watchers" or "Watchers") throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times or solely during dismissal times. Such supervision will vary depending on the individual school's arrival and dismissal times. All Safe Passage Vendor staff must satisfy the CPS and statutory requirements for individuals who have access to students, which include background checks.

DELIVERABLES:

Community Watchers' duties will, at a minimum, continue to consist of:

- 1) Reporting to daily assigned post(s) to assist students as they travel to and from bus stops and board necessary buses;
- 2) Monitoring designated "hot spots" for suspicious behavior and potential conflicts;
- 3) Collaborating with CPD and CPS and instantly reporting any known or potential conflicts to the CPD and CPS;
- 4) Submitting a daily electronic incident report as well as a weekly electronic report that will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and
- 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

OUTCOMES:

Vendors' services will result in 1) decreased violent incidents involving CPS students; and 2) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendors shall be paid during this option period as specified in their respective agreements; total compensation for all vendors not to exceed the aggregate sum of \$19,200,000.00 during this renewal term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief of Safety and Security to execute all ancillary documents required to administer or effectuate this option.

AFFIRMATIVE ACTION:

All vendors selected for this contract are non-profit agencies, therefore no MWBE goals were assigned to this contract. However, it is important to note that all vendors are from minority community based organizations and hire all 1300 plus Community Watchers from the communities where services are provided to our students.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 210 and Fund 332, Office of Safety and Security, Unit 10600

\$19,200,000.00, FY18

Not to exceed \$19,200,000.00 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 21152
A KNOCK AT MIDNIGHT
400 W. 76TH STREET., STE 206
CHICAGO, IL 60620

Minister Johnny Banks
773 488-2960

Ownership: Non-Profit
- 2) Vendor # 37537
ALLIANCE FOR COMMUNITY PEACE
509 W. ELM STREET
CHICAGO, IL 60610

Reverend Dr. Walter B. Johnson
773 846-8830

Ownership: Non-Profit
- 3) Vendor # 16377
AME3, NFP
3260 WEST WARREN
CHICAGO, IL 60624

Harlod Davis
773 988-5588

Ownership: Non-Profit
- 4) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653

Ava Myles
773 285-9600

Ownership: Non-Profit
- 5) Vendor # 22146
BLACK UNITED FUND OF ILLINOIS
1809 E. 71ST STREET
CHICAGO, IL 60649

Henry English
773 324-0494

Ownership: Non-Profit
- 6) Vendor # 10869
BRIGHT STAR COMMUNITY OUTREACH,
INC
4518 S. COTTAGE GROVE., 1ST FLR.
CHICAGO, IL 60653

Ruth Robinson
773 606-2880

Ownership: Non-Profit

- | | |
|---|--|
| <p>7)</p> <p>Vendor # 39142</p> <p>BRIGHTON PARK NEIGHBORHOOD COUNCIL 4477 S. ARCHER AVE. CHICAGO, IL 60632</p> <p>Patrick Brosnan</p> <p>773 523-7110</p> <p>Ownership: Non-Profit</p> | <p>10)</p> <p>Vendor # 36635</p> <p>CLARETIAN ASSOCIATES, INC 9108 S. BRANDON AVENUE CHICAGO, IL 60617</p> <p>Andrea Porter</p> <p>773 734-9181</p> <p>Ownership: Non-Profit</p> |
| <p>8)</p> <p>Vendor # 11359</p> <p>CATHOLIC BISHOP OF CHICAGO-SAINT SABINA 1210 WEST 78TH CHICAGO, IL 60620</p> <p>Jocelyn Jones</p> <p>773 483-4333</p> <p>Ownership: Non-Profit</p> | <p>11)</p> <p>Vendor # 94883</p> <p>EBENEZER COMMUNITY 3555 W. HURON STREET CHICAGO, IL 60624</p> <p>Leon Miller</p> <p>773 762-5363</p> <p>Ownership: Non-Profit</p> |
| <p>9)</p> <p>Vendor # 50642</p> <p>CENTERS FOR NEW HORIZONS, INC. 4150 S. KING DRIVE CHICAGO, IL 60653</p> <p>Christa Hamilton</p> <p>773 373-5700</p> <p>Ownership: Non-Profit</p> | <p>12)</p> <p>Vendor # 45510</p> <p>ENLACE CHICAGO 2759 S. HARDING AVE CHICAGO, IL 60623</p> <p>Nora Dunlop</p> <p>773 542-9233</p> <p>Ownership: Non-Profit</p> |

- | | |
|--|--|
| 13) Vendor # 96888 LEAVE NO VETERAN BEHIND 19 SOUTH LASALLE, STE 500 CHICAGO, IL 60603 Roy Sartin 312 379-8652 Ownership: Non-Profit | 16) Vendor # 96720 SAVING OUR SONS MINISTRIES, INC 1302 S. SAWYER CHICAGO, IL 60623 Denise Berry 773 957-4214 Ownership: Non-Profit |
| 14) Vendor # 96711 NETWORK OF WOODLAWN 6320 S. DORCHESTER CHICAGO, IL 60637 Cortez Trotter 773 363-4300 Ownership: Non-Profit | 17) Vendor # 34171 SGA YOUTH & FAMILY SERVICES, NFP 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Magdalen Weiterman 312 447-4323 Ownership: Non-Profit |
| 15) Vendor # 23713 PUERTO RICAN CULTURAL CENTER 2 2739 WEST DIVISION STREET CHICAGO, IL 60622 Juan Calderon 773 687-5000 Ownership: Non-Profit | 18) Vendor # 68496 TARGET AREA DEVCORP 1542 WEST 79TH CHICAGO, IL 60620 Autry L. Phillips 773 651-6470 Ownership: Non-Profit |

- 19) Vendor # 67678
TEAMWORK ENGLEWOOD
815 WEST 63RD ST., 2ND FLR.
CHICAGO, IL 60621

Perry Gunn
773 602-4507

Ownership: Non-Profit
- 20) Vendor # 12392
UCAN
3605 W. FILLMORE STREET
CHICAGO, IL 60624

Nicole Seaton
773 290-5804

Ownership: Non-Profit
- 21) Vendor # 20228
WESTSIDE HEALTH AUTHORITY
5417 WEST DIVISION STREET
CHICAGO, IL 60651

Morris Reed
773 378-1878

Ownership: Non-Profit

17-0426-PR15

AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENTS WITH KERRY'S AUTOBODY, INC. FOR VEHICLE MAINTENANCE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and second renewal agreements with Kerry's Autobody, Inc. to provide vehicle maintenance services at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising these options is currently being negotiated. No payment shall be made to Kerry's Autobody, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280
CPOR Number : 17-0330-CPOR-1829

VENDOR:

- 1) Vendor # 17395
KERRY'S AUTOBODY INC
5435 W. 63RD ST
CHICAGO, IL 60638

Helen Golder
773 284-6204

Ownership: Helen Golder - 100%

USER INFORMATION :

Contact: 11870 - Student Transportation
42 West Madison Street
Chicago, IL 60602
Mc Guire, Mr. Kevin P.
773-553-2860

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 16-0622-PR8) in the amount of \$120,000 is for a term commencing upon contract execution and ending June 30, 2017, with the Board having three (3) options to renew for one (1) year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for two (2) years commencing July 1, 2017 and ending June 30, 2019.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

Vendor will continue to provide maintenance services for 25 vehicles owned by the Board. Services will include standard preventative maintenance inspections, follow-up repairs as needed, replacement of each vehicle's oil, oil filters, and lubrication of each chassis. Vendor will also be required to coordinate and maintain records for all preventative maintenance inspections. Vendor will also provide access to emergency road service and over-the-road repairs.

DELIVERABLES:

Vendor will continue to provide monthly service reports of vehicle maintenance provided.

OUTCOMES:

Vendor's services will keep CPS vehicles compliant with annual state and federal safety regulations.

COMPENSATION:

Vendor shall be paid during this option period on an hourly basis, plus cost of parts; total not to exceed for the FY18 and FY19, \$250,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Administrative Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services Contracts, the M/WBE goals for this contract include 30% MBE and 7% WBE. The Prime on this contract is 100% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Department of Transportation, Unit 11870
\$125,000, FY18
\$125,000, FY19
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR16

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC FOR GRADEBOOK MAINTENANCE AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Gradebook Maintenance and Support Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to the Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 16589
SEVERIN INTERMEDIATE HOLDINGS, LLC
DBA POWERSCHOOL GROUP LLC
P O BOX 398408
SAN FRANCISCO, CA 94139-8408

Jim Swaney
888 265-7641

Ownership: Severin Acquisition Llc - 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0328-PR19) in the amount of \$500,000.00 was for a term commencing March 29, 2012 and ending March 28, 2013 with the Board having one (1) option to renew for a one (1) year term. This agreement was renewed (authorized by Board Report 13-0403-PR7) in the amount of \$128,500.00 for a three (3) month term commencing March 29, 2013 and ending June 30, 2013. This agreement was subsequently extended (authorized by Board Report 13-0626-PR35) in the amount of \$924,500.00 for a term commencing July 1, 2013 and ending June 30, 2015. This agreement was extended again (authorized by Board Report 15-0722-PR15) in the amount of \$525,000.00 for a term commencing July 1, 2015 and ending June 30, 2017. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing July 1, 2017 and ending June 30, 2019.

SCOPE OF SERVICES:

Vendor shall continue to provide the following services and software licenses and support. Use of Software: GradeSpeed.Net release 4.7 and above, which includes software modules for Gradebook functions, the Parent Connection module, and the Student Connection module, will provide both CPS educators and the parent community at large with a real-time means of tracking student performance and

proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location.

Existing Software Version: Vendor has provided the Board with a perpetual enterprise level license for GradeSpeed.Net release 4.7.1.1, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish).

Vendor will provide support for all major version upgrades, which include modules for Grading, Attendance, Student and Parent Portals (English/Spanish), curriculum tracking and increased standardized test and assessment data interoperability with other CPS systems.

Vendor will provide any technical program corrections that may develop during the term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software. Any software upgrades must integrate seamlessly with the existing Student Information Systems modules with respect to sharing key student data, such as attendance, grades and disciplinary status.

Gradebook must also provide parents with a means of actively monitoring academic performance for multiple children who are CPS students. Parent-side functionality must allow users to define student performance thresholds that initiate automated alerts via email.

DELIVERABLES:

Vendor will continue to provide support which consists of program corrections that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers
- Database cleanup and alter scripts (usually part of the installers)
- Bug Fixes targeted to highest priority defects
- Performance Optimizations
- Software testing including: integration testing for embedded components and compatibility testing (New OS, SQL Server, etc.).

OUTCOMES:

Software support and existing software upgrades to the GradeSpeed.Net Software will result in providing both CPS educators and the parent community at large with real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location. Teachers will have: remote access for grading activities; a Gradebook that contains class period and homework assignments; and proactive monitoring of student progress toward defined educational goals.

Administrators will have: real-time monitoring of grades and attendance; analytic capacity to support performance management framework; increased integration with assessment and standardized test data; administrative access to teacher grade books at their location by extension; and tiered access for network and district personnel. Finally, administrators can generate report cards and progress reports to specifications set by the Board without incident.

Parents will have: online access to student progress reports and report cards; online access to student attendance and grades; automated notification of student performance based on parents and school staff. Students will have: an online, real-time means of tracking grades to date and means of downloading homework assignments.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support and upgrades. Estimated annual costs for the two (2) year term are set forth below:

\$150,000.00, FY18
\$150,000.00, FY19

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Information Technology Services, Unit 12510
\$150,000.00, FY18
\$150,000.00, FY19

Not to exceed \$300,000.00 for the two (2) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR17

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC FOR SOFTWARE SUPPORT FOR POWERSCHOOL SMS (SIM)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Software Support for Powerschool SMS (SIM) to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. The extension of this agreement was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 16589
SEVERIN INTERMEDIATE HOLDINGS, LLC
DBA POWERSCHOOL GROUP LLC
P O BOX 398408
SAN FRANCISCO, CA 94139-8408

Jim Swaney
888 265-7641

Ownership: Severin Acquisition Llc - 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 04-0324-PR12 as amended by 04-0428-PR13) in the amount of \$17,500,000.00 was for a term commencing April 1, 2004 and ending June 30, 2008, with the Board having five (5) options to renew for one (1) year terms each; all options have been exercised.

The agreement was renewed (authorized by Board Report 08-0602-PR26) for a term commencing July 1, 2008 and ending on June 30, 2009. The agreement was further renewed (authorized by Board Report 09-0527-PR16) for a term commencing July 1, 2009 and ending June 30, 2010. The agreement was further renewed (authorized by Board Report 10-0623-PR14) for a term commencing July 1, 2010 and ending June 30, 2011. The agreement was further renewed (authorized by Board Report 11-0622-PR15) for a term commencing on July 1, 2011 and ending June 30, 2012. The agreement was further renewed (authorized by Board Report 12-0627-PR30) for a term commencing July 1, 2012 and ending June 30, 2013. Subsequently the agreement was extended (authorized by Board Report 13-0626-PR34) for a term commencing July 1, 2013 and ending June 30, 2015. The agreement was extended again (authorized by Board Report 15-0722-PR14) for a term commencing July 1, 2015 and ending June 30, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 (RFP Specification Number 03-250274).

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing on July 1, 2017 and ending on June 30, 2019.

SCOPE OF SERVICES:

Vendor shall continue to provide software licenses and support for PowerSchool SMS release 8.4 and above.

DELIVERABLES:

Vendor will continue to provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers
- Database cleanup and alter scripts (usually part of installers)
- Bug Fixes targeted to highest priority defects
- Performance Optimizations
- Software testing including: Integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.).

OUTCOMES:

The SIS software programs will continue to further automate the Board's student information system applications programs, thus making the Board more efficient and effective in managing student information systems. The SIS software will enhance the Board's ability to effectively educate our students in an organized manner.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support, and upgrades. Estimated annual costs for the two (2) year term are set forth below:

\$150,000.00, FY18

\$150,000.00, FY19

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Information Technology Services, Unit Number 12510

\$150,000.00, FY18

\$150,000.00, FY19

Not to exceed \$300,000.00 for the two (2) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR18

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC FOR STUDENT INFORMATION SOFTWARE MAINTENANCE (SSM) SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Student Information Software Maintenance (SSM) Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 16589
SEVERIN INTERMEDIATE HOLDINGS, LLC
DBA POWERSCHOOL GROUP LLC
P O BOX 398408
SAN FRANCISCO, CA 94139-8408
Jim Swaney
888 265-7641
Ownership: Severin Acquisition Llc - 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services
42 West Madison Street
Chicago, IL 60602
Gallagher, Mr. Patrick F.
773-553-3475

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-1028-PR9) in the amount of \$540,000.00 was for a term commencing November 1, 2009 and ending October 31, 2011, with the Board having three (3) options to renew for one (1) year each. The original agreement was renewed (authorized by Board Report #11-1026-PR3) in the amount of \$300,000.00 for a term commencing November 1, 2011 and ending October 31, 2012. Board Report #11-1026-PR3 was amended by Board Report #12-0627-PR23 to increase the amount to \$321,000.00. The agreement was further renewed (authorized by Board Report #12-0925-PR6) in the amount of \$325,000.00 for a term commencing November 1, 2012 and ending October 31, 2013 and again renewed (authorized by Board Report #13-0925-PR9) for a term commencing November 1, 2013 and ending October 31, 2014. The agreement was further renewed (authorized by Board Report #14-0924-PR8) for a term commencing November 1, 2014 and ending June 30, 2016. The agreement was further extended (authorized by Board Report #16-0427-PR12, amended by Board Report's #16-0928-PR5 and #16-1026-PR11) in the amount of \$464,717.00 for a term commencing July 1, 2016 and ending June 30, 2017. The original agreement was awarded on a non-competitive basis.

EXTENSION PERIOD:

The term of this agreement is being extended for four (4) years commencing July 1, 2017 and ending June 30, 2021.

SCOPE OF SERVICES:

Vendor will continue to provide unlimited licenses to the Board to use the Student Services Management software module for tracking clinical services and special education case management. Vendor will provide maintenance and support for this licensed software.

DELIVERABLES:

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during this extension term as long as the Board's annual maintenance fee is current. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Vendor will also provide support on this licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, and knowledge transfer. In addition, Vendor will provide:

- Continued development and customization of special education and health service electronic documents, including the Individualized Education Program, 504 Plan, Health Care Plan, and Placement;
- Enhanced calendar and communication modules to facilitate staff-parent meetings;
- Enhanced service capture module to facilitate reporting of reimbursement for services;
- Enhanced calendar and communication modules to facilitate staff-parent meetings;
- Enhanced technical support tools, allowing help desk agents to log in as a user and identify the issue;
- Upgrade to TieNet version 17.0 (2017).

OUTCOMES:

Vendor's services will result in enhancing educational opportunities and overall education processes, enabling new application development, and allowing for future growth. The database and enterprise software program will further automate the Board's Individualized Education Program process and will enhance the Board's ability to effectively educate students.

COMPENSATION:

Vendor shall be paid according to the terms of the agreement. Estimated annual costs for the four (4) year term are set forth below:

\$415,000.00, FY18
 \$451,500.00, FY19
 \$491,650.00, FY20
 \$535,815.00, FY21

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Information Technology Services, Unit number 12510
 \$415,000.00, FY18
 \$451,500.00, FY19
 \$491,650.00, FY20
 \$535,815.00, FY21
 Not to exceed \$1,893,965.00 for the four (4) year term.
 Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR19

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC FOR CURRICULUM INSTRUCTION MANAGEMENT (CIM) SOFTWARE MAINTENANCE AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with NCS Pearson, Inc to provide Curriculum Instruction Management (CIM) Software Maintenance and Support Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of the written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 34595
NCS PEARSON, INC DBA THROUGH ITS
CERTIPORT DIVISION
3075 W RAY RD.
CHANDLER, AZ 85226

Keith Kostrzewski
847 865-1915

Ownership: Pn Holdings, Inc. - 100%
(Publicly Traded)

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street
Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 07-0627-PR14) in the amount of \$3,977,685.00 was for a term commencing August 1, 2007 and ending July 31, 2010. The agreement was amended (authorized by Board Report 08-0602-PR19 and 09-0225-PR6) to increase compensation and scope. This agreement was extended (authorized by Board Report 10-0728-PR11) for a term commencing August 1, 2010 and ending July 31, 2011. This agreement was further extended (authorized by Board Report 11-0928-PR9) for a term commencing August 1, 2011 and ending July 31, 2012. This agreement was further extended (authorized by Board Report 12-0725-PR15) for a term commencing August 1, 2012 and ending July 31, 2013. This agreement was further extended (authorized by Board Report 13-0626-PR33) for a term commencing August 1, 2013 and ending July 31, 2015. This agreement was further extended (authorized by Board Report 15-0722-PR13) for a term commencing August 1, 2015 and ending July 31, 2017. The original agreement was awarded on a non-competitive basis.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing August 1, 2017 and ending on July 31, 2019.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor shall continue to provide software maintenance and support, data services, interim assessment support, and project quality assurance, and associated maintenance for the extension term. Vendor will assist in populating the Data Mart with district assessment data including, but not limited to, NWEA, IDEL, EXPLORE, PLAN, ACT, STAR, PARCC, DLM, TRC, ACCESS and DIBELS data. Vendor will support CPS in their efforts to load curriculum and standards and to administer REACH and Fitness Assessments. Vendor shall also provide product configuration, including KPI configuration, and assist in the resolution of data integration errors. Vendor will provide mentoring and training opportunities to ensure technical and product knowledge transfer over the scope of the engagement.

Vendor shall continue to provide the Board with the means to enter/import (or have entered on the Board's behalf) the Board's student data through the Licensed Software. The import feature will not modify the content of imported data in any way. All right, title and interest in and to such data shall at all times remain the property of the Board. Vendor shall have the right to use the Board's data (i) to provide the Board with the Services (ii) to assess and compare the use of the Licensed Software by various individual schools within the Board for the purpose of auditing the standard functionality of the Licensed Software and (iii) to improve the Licensed Software. In its use of the Board's data, Vendor will not use or disclose any personal information particular to any student.

DELIVERABLES:

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers including the upgrade of the application to version 16
- Database cleanup and alter scripts (usually part of installers)
- Bug Fixes targeted to highest priority defects
- Updated user guides to accompany each remaining release
- Performance Optimizations within the Board's Datacenter
- Software testing including: Integration testing for embedded components and compatibility testing (New OS, SQL Server, etc.)
- Active Directory Authorization Module
- Teacher Tools to promote ease of use
- ASSESS self-hosting
- Technical Knowledge Transfer
- Curriculum and Standards support
- KPI Configuration
- Project Quality Assurance
- Assessment scanning solution

OUTCOMES:

The instructional management software program will facilitate the tracking of student assessment results and growth measurements. The software will integrate more closely with existing IMPACT modules, allowing for greater ease of use for classroom teachers.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support and upgrades. Estimated annual costs for the two (2) year term are set forth below:

\$525,000.00, FY18
\$525,000.00, FY19

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Information Technology Services, Unit Number 12510
\$525,000.00, FY18
\$525,000.00, FY19

Not to exceed \$1,050,000.00 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR20

AUTHORIZE A NEW AGREEMENT WITH BLACKBOARD INC FOR A DISTRICT-WIDE COMMUNICATIONS SOLUTION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Blackboard Inc to provide a District-Wide Communications Solution to Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 17-350010

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 17857
BLACKBOARD INC
8335 KEYSTONE CROSSING STE 200
INDIANAPOLIS, IN 46240

Adam Dolan
1-800 424-9299 OPT 2

Ownership: Blackboard Holdings Inc - 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Zalewski, Miss Kathryn Lucille

773-553-3060

TERM:

The term of this agreement shall commence on July 1, 2017 and shall end on June 30, 2020. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor will host and support a comprehensive, highly available, web-based communications solution that is accessible by desktop, pc or any smart cellular device. The solution provides communications services to deliver messages via voice (robocalls), email, text or TTY/TDD for notifications such as daily attendance, emergencies, school-specific messages or programs, department-specific or District-wide notices to parents, students, employees and others. The solution is integrated with the Board's Student Information System and is able to integrate with other information sources. Vendor will also provide the texting mechanism for the Board's Parent Portal and has geo-mapping capabilities to send messages within geographic parameters. Training of Board personnel and ongoing technical or end user support is included in the solution.

DELIVERABLES:

Vendor will provide the Board with a comprehensive, 24x7x365 communications solution including technical support, training, and end user support that will enhance communication services for the Board through fiscal year 2020.

OUTCOMES:

Vendor's services will result in the Board having a state-of-the-art yet economical tool with training and support that enhances communications capabilities.

COMPENSATION:

Vendor shall be paid during the term of the agreement as specified in the agreement. Estimated annual costs for this term are set forth below:

\$400,000.00, FY18

\$400,000.00, FY19

\$400,000.00, FY20

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the Vendor is providing proprietary software applications. However, Vendor has committed to 5% WBE participation on this contract.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Information Technology Services, Unit 12510

\$400,000.00, FY18

\$400,000.00, FY19

\$400,000.00, FY20

Not to exceed \$1,200,000.00 for the three (3) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR21

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH PAYFLEX SYSTEMS USA, INC FOR
COBRA ADMINISTRATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Payflex Systems USA, Inc. to provide COBRA Administration Services to the Talent Office at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to the Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180
CPOR Number : 16-0627-CPOR-1778

VENDOR:

- 1) Vendor # 96731
PAYFLEX SYSTEMS USA, INC
10802 FARNAM DRIVE., STE 100
OMAHA, NE 68154

Shay Butler
630 892-7550

Ownership: Aetna Life Insurance-100%

USER INFORMATION :

Project
Manager: 11010 - Talent Office

42 West Madison Street

Chicago, IL 60602

Fairhall, Ms. Gail A

773-553-3807

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #16-0727-PR14) in the amount of \$125,000.00 is for a term commencing August 1, 2016 and ending July 31, 2017, with the Board having three (3) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing on August 1, 2017 and ending on July 31, 2018.

OPTION PERIODS REMAINING:

There are two (2) option periods for one (1) year each remaining.

SCOPE OF SERVICES:

Vendor will continue to provide comprehensive COBRA and Direct Benefits Billing administrative services.

DELIVERABLES:

Vendor will continue to provide regular COBRA and Direct Benefits Billing activity reports including, but not limited to, reports detailing quantity and types of all notices distributed, enrolled/eligibility reports, reconciliation reports for all premiums collected, and other ad-hoc reports as requested. Vendor will provide CPS staff access to an online portal where reporting information can be accessed on demand.

OUTCOMES:

Vendor's services will result in best-practice administration and higher COBRA and Direct Benefits Billing service levels for the Board, qualified beneficiaries, and employees utilizing these services.

COMPENSATION:

Vendor shall be paid during this option period according to the terms of the agreement. Estimated annual costs for this option period are set forth below:

\$125,000.00, FY18

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Talent Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MWBE goals are 8% MBE and 2% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Talent Office, Unit 11010
\$125,000.00 FY18
Not to exceed \$125,000.00 for the one (1) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Board Secretary noted for the record that Board Report 17-0426-PR22 will be Withdrawn from Agenda.

17-0426-PR22

WITHDRAWN

AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH FRONTLINE TECHNOLOGIES, INC. TO PROVIDE A SUBSTITUTE SERVICES PLACEMENT SYSTEM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with Frontline Technologies, Inc. to provide a substitute services placement system to the Talent Office at an estimated annual cost of \$160,165.00 for this option period. A written document exercising this option is currently being negotiated. No payment shall be made to the Vendor during the option period prior to the execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 13-250044

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 96733
FRONTLINE TECHNOLOGIES, INC
1400 Atwater Drive
Malvern, PA 19355

Donna Kiwala
610 727-0349

Ownership: Edward Cone - 57.8%, Michael
Blackstone - 15.6%, Roland Thompson -
15.6%

USER INFORMATION :

Project
Manager: 11010 - Talent Office

42 West Madison Street

Chicago, IL 60602

Clair-McClellan, Miss Lauren Marie

773-553-1127

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 13-0626-PR49) in the amount of \$510,446.00 was for a term commencing July 1, 2013 and ending June 30, 2016, with the Board having two (2) options to renew for periods of one (1) year each. The first renewal agreement (authorized by Board Report 16-0622-PR11) in the amount of \$160,165.00 was for a term commencing July 1, 2016 and ending June 30, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide proper implementation and integration of the automated substitute placement system. The system provides:

- Increased fill rates
- Ease of tracking
- Automation with 24 hour access for requests and fills
- Integration with current operating system
- Delivered reports
- Established web presence and toll free number for access
- Compliance support resolution

DELIVERABLES:

Vendor will continue to provide Process Review and Planning, Data Migration, Configuration, Training, Workshops/Training Materials, Software/Programming and Final Review (test process and make any final configuration changes).

OUTCOMES:

Vendor's services will result in personnel accessing placement services via telephone or internet anytime/anywhere which will drive efficiencies for the Substitute Service area. Real time absence data, reporting, and efficient tracking are expected outcomes. This tool will cut costs, provide reporting strategies, improve communication and integrate with our current systems.

COMPENSATION:

Vendor shall be paid during this option period as follows: monthly payments based on a ten (10) month school year, not to exceed the sum of \$160,165.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Talent Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Talent Office, Unit 11010

\$160,165.00, FY18

Not to exceed \$160,165.00 for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

17-0426-PR23

AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR COURT REPORTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide court reporting services to schools; departments and network offices at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 16-350059

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 15905
MCCORKLE LITIGATION SERVICES INC.
200 NORTH LASALLE STREET
CHICAGO, IL 60601

Sharon Buidosik
312 263-0052

Ownership: Katherine Mccorkle - 70%;
Anthony Krause - 15% And Charles
Mccorkle - 15%

- 2) Vendor # 18403
SANDY M. TOOMEY DBA TOOMEY
REPORTING INC.
205 WEST RANDOLPH ST, STE 2201
CHICAGO, IL 60606

Sandy Toomey
312 853-0648

Ownership: Sandy Toomey - 100%

- 3) Vendor # 30235
URLAUB, BOWEN & ASSOCIATES, INC
20 NORTH CLARK ST., STE 1260
CHICAGO, IL 60602

William Hurong
312 781-9586

Ownership: Donna Urlaub - 100%

USER INFORMATION :

Project
Manager: 10210 - Law Office

42 West Madison Street

Chicago, IL 60602

Pudelek, Ms. Anne

773-553-1700

TERM:

The term of each agreement shall commence on May 1, 2017 and shall end April 30, 2020. The agreements shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendors shall provide certified court reporting and transcript services, on as needed basis. Vendors will take verbatim records at hearings, depositions, and various other meetings conducted by schools, departments and network offices.

DELIVERABLES:

Vendors will provide transcripts in a format as requested by the Board.

OUTCOMES:

Vendors' services will result in secure records for court hearings, depositions, arbitrations and other proceedings.

COMPENSATION:

Vendors shall be paid as follows: per transcript as described in their agreements, and/or hourly rate based on the type of request. Estimated annual costs for the three (3) year term are set forth below:

\$116,666 FY18

\$116,666 FY19

\$116,666 FY20

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize General Counsel to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program) in Goods and Services Contracts, the M/WBE goals for this contract include 30% MBE and 7% WBE. Aggregated compliance will be monitored on a quarterly basis. Note: All three vendors are 100% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds, Various Units, Not to exceed \$350,000.

FY18 \$116,666

FY19 \$116,666

FY20 \$116,666

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Clark indicated that if there are no objections, Board Reports 17-0426-EX1, 17-0426-ED1, 17-0426-AR1, 17-0426-PR1 through 17-0426-PR21, and 17-0426-PR23 with the noted abstention, would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0426-EX1, 17-0426-ED1, 17-0426-AR1, 17-0426-PR1 through 17-0426-PR21, and 17-0426-PR23 adopted.

17-0426-EX2

REPORT ON PRINCIPAL CONTRACTS (NEW)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below who were selected by the Local School pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

DESCRIPTION: Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Talent Office has verified that the following individuals have met the requirements for eligibility.

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|--------------------|--------------------------------------|--|
| Andrea Black | Interim Principal Schmid | Contract Principal Schmid Network: 12 P.N. 118193 Commencing: 10/28/16 Ending: 10/27/20 |
| Daniela Bylaitis | Acting Principal Inter-American | Contract Principal Inter-American Network: 4 P.N. 117547 Commencing: 7/1/17 Ending: 6/30/21 |
| Ryan Coors | Interim Principal Norwood Park | Contract Principal Norwood Park Network: 1 P.N. 112014 Commencing: 7/1/17 Ending: 6/30/21 |
| Jennifer Dixon | Interim Principal Palmer | Contract Principal Palmer Network: 1 P.N. 122584 Commencing: 7/1/17 Ending: 6/30/21 |
| Gwyneth Kram | Interim Principal McCutcheon | Contract Principal McCutcheon Network: 2 P.N. 130940 Commencing: 7/1/17 Ending: 6/30/21 |
| Yolanda Luna-Mroz | Assistant Principal Hamilton | Contract Principal Decatur Classical Network: 2 P.N. 119737 Commencing: 7/25/17 Ending: 7/24/21 |
| Katherine Magnuson | Assistant Principal Skinner North | Contract Principal Skinner North Network: 4 P.N. 372752 Commencing: 4/4/17 Ending: 4/3/21 |
| Jason Major | Interim Principal Dever | Contract Principal Dever Network: 1 P.N. 119449 Commencing: 7/1/17 Ending: 6/30/21 |

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2016-2017 school budget.

17-0426-EX3

REPORT ON PRINCIPAL CONTRACTS (RENEWALS)**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0624-EX12.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|----------------|--|---|
| David Belanger | Contract Principal Hanson Park | Contract Principal Hanson Park Network: 3 P.N. 137332 Commencing: 8/1/17 Ending: 7/31/21 |
| Carolyn Epps | Contract Principal Morgan Park H.S. | Contract Principal Morgan Park Network: 10 P.N. 115985 Commencing: 3/25/17 Ending: 3/24/21 |
| Salik Mukarram | Contract Principal Shoop | Contract Principal Shoop Network: 13 P.N. 117870 Commencing: 9/23/17 Ending: 9/22/21 |
| John Nichols | Contract Principal Graham | Contract Principal Graham Network: 6 P.N. 117005 Commencing: 7/1/17 Ending: 6/30/21 |
| Daniel Redmond | Contract Principal Durkin Park | Contract Principal Durkin Park Network: 10 P.N. 135825 Commencing: 7/1/17 Ending: 6/30/21 |
| Minnie Watson | Contract Principal DePriest | Contract Principal DePriest Network: 3 P.N. 130937 Commencing: 7/25/17 Ending: 7/24/21 |

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2016-2017 school budgets.

17-0426-AR2

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to June 28, 2017 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**
 1. 15-0527-OP2: Approve Renewal Lease Agreement with Academy for Global Citizenship Charter School for the Hearst Annex School Building at 4941 W. 46th Street.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 2. 15-0527-OP5: Approve Renewal Lease Agreement with Northwestern University Settlement Association for the Use of The Lozano School Building at 1424 North Cleaver Street.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 3. 15-0527-OP8: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the Englewood School Building, 6201 South Stewart Avenue.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 4. 16-0323-PR5: Authorize the First Renewal Agreement with Constellation Newenergy, Inc. for The Supply of Electricity.
Services: Supply of Electricity
User Group: Facility Operations & Maintenance
Status: In negotiations
 5. 16-0427-EX6: Authorize Renewal of the LEARN Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 6. 16-0427-EX7: Authorize Renewal Agreement with Banner Learning Corp, - Chicago with Conditions for Alternative Learning Opportunities Program Services.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 7. 16-0427-EX9: Amend Board Report 15-0527-EX27: Amend Board Report 14-0723-EX4: Amend Board Report 14-0528-EX16; Amend Board Report 13-0724-EX3: Amend Board Report 13-0522-EX3: Approve Entering into Agreements with Various Providers for Alternative Learning Opportunities Program Services.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 8. 16-0427-EX11: Amend Board Report 15-0527-EX17; Amend Board Report 14-0528-EX5: Amend Board Report 13-0424-EX14: Amend Board Report 13-0227-EX10: Approve the Renewal of the Charter School Agreement with UNO Charter School.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 9. 16-0427-EX10: Amend and Ratify Board Report 15-1216-EX2: Amend Board Report 15-0527-EX22: Amend Board Report 14-1022-EX4: Amend Board Report 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation (Chicago International Charter School.)
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 10. 16-0427-EX14: Amend Board Report 15-1028-EX7: Amend Board Report 15-0624-EX7: Amend Board Report 14-0423-EX9: Amend Board Report 14-0226-EX9: Approve the Renewal of the Charter School Agreement with Noble Network of Charter Schools.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

11. 16-0427-EX19: Amend Board Report 15-0527-EX12: Authorize Renewal of the Legacy Charter School Agreement.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
12. 16-0427-EX20: Amend Board Report 15-0527-EX18: Amend Board Report 12-0328-EX12: Approve the Renewal of the Charter School Agreement with Perspectives Charter School.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
13. 16-0427-EX22: Amend Board Report 15-1028-EX6: Amend Board Report 15-0624-EX6: Amend Board Report 14-0122-EX7: Amend Board Report 13-0522-EX104: Amend Board Report 13-0424-EX7: Amend Board Report 12-0328-EX9: Amend Board Report 12-0125-EX3: Approve the Renewal of the Charter School Agreement with Academy of Communications and Technology Charter School/KIPP Chicago Schools (KIPP Chicago Charter Schools).
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
14. 16-0727-OP1: Approve Entering into an Intergovernmental Agreement with the County of Cook for the Lease of the Hanson Park Fieldhouse Site Located at Approximately 5501 W. Fullerton Avenue and Authorize Public Building Commission to Convey Title of the Hanson Park Property to the City of Chicago in Trust for Use of Schools.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
15. 16-0727-PR1: Authorize a New Software License Agreement with Faria Systems for International Baccalaureate Managebac Software.
Services: Software License Agreement
User Group: Teaching and Learning Office
Status: In negotiations
16. 16-0727-PR3: Amend Board Report 15-1028-PR14: Authorize New Agreements with Various Vendors for Integrated Pest Management Services.
Services: Integrated Pest Management
User Group: Facility Operations & Maintenance
Status: The amendment to add Zone 12 to Pest Pros Unlimited, LLC is with the vendor for signature.
17. 16-0727-PR11: Authorize New Agreements with SCR Medical Transportation, Inc. and Reliant Transportation, Inc. for Para-Transit and Alternative Modes of Student Transportation Services.
Services: Student Transportation Services
User Group: Student Transportation
Status: In negotiations
18. 16-0727-PR13: Authorize New Agreements with Office Depot and CDW-G for the Purchase of Audio Visual and Interactive Whiteboard Equipment.
Services: Purchase of Audio Visual and Interactive Whiteboard Equipment
User Group: Information & Technology Services
Status: 1 of 2 have been executed; the remaining agreement is in negotiations
19. 16-0928-PR11: Authorize a New Agreement with R.V. Kuhns and Associates, Inc. dba RVK, Inc. for Retirement Plans Consulting Services
Services: Consulting Services
User Group: Talent Office
Status: In negotiations
20. 16-1026-PR13: Authorize New Agreements with Various Vendors for Defined Contribution Retirement Services.
Services: Retirement Services
User Group: Talent office
Status: In negotiations
Additional Action: This matter was inadvertently omitted from the January 27, 2017 and March 22, 2017 rescission reports. The extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date to May 24, 2017.
21. 16-1207-EX4: Authorize Renewal of the Catalyst Maria Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

22. 16-1207-EX5: Authorize Renewal of the Chicago Excel Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

23. 16-1207-EX6: Authorize Renewal of the Chicago International Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

24. 16-1207-EX7: Authorize Renewal of the Instituto Justice and Leadership Academy Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

25. 16-1207-EX8: Authorize Renewal of the KIPP Chicago Charter Schools Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

26. 16-1207-EX9: Authorize Renewal of the Legal Prep Charter Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

27. 16-1207-EX10: Authorize Renewal of the Montessori School of Englewood Charter Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

28. 16-1207-EX11: Authorize Renewal of the Perspectives Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

29. 16-1207-EX12: Authorize Renewal of the Polaris Charter Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

30. 16-1207-EX13: Authorize Renewal of the Providence Englewood Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

31. 17-0125-PR7: Authorize a New Agreement with E-Builder, Inc. for Construction Management Software and Related Services.
Services: Construction Management Software
User Group: Facilities Operations and Maintenance
Status: In negotiations

32. 17-0125-PR12: Authorize a New License Agreement with Google Corporation for Enterprise Email, Collaboration and Archiving Software and Implementation and Archiving Services.
Services: Enterprise Email, Collaboration and Archiving Software and Implementation and Archiving
User Group: Information & Technology Services
Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

None.

President Clark thereupon declared Board Reports 17-0426-EX2, 17-0426-EX3, and 17-0426-AR2 accepted.

OMNIBUS

At the Regular Board Meeting held on April 26, 2017, the foregoing motions, reports and other actions set forth from number 17-0426-MO1 through 17-0426-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Board Member Fr. Garanzini abstained on Board Report 17-0426-PR1.

ADJOURNMENT

President Clark moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Clark thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on April 26, 2017 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

**Estela G. Beltran
Secretary**

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